



GAIL FARBER, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

October 20, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 October 20, 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

**AWARD OF SERVICES CONTRACT FOR
LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA
(SUPERVISORIAL DISTRICTS 1, 2, AND 4)
(3 VOTES)**

SUBJECT

This action is to award a services contract to United Pacific Services, for landscaping services at designated sites in the Flood Control District's South Maintenance Area.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services can be more economically performed by an independent contractor than by County of Los Angeles employees.
3. Award the contract for Landscape Maintenance Services - South Area in the annual sum of \$720,000, which includes \$125,876 to cover estimated debris disposal fees to United Pacific Services, Inc., and direct the Mayor to execute the contract. This contract will be for a period of 1 year commencing upon Board's approval with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months with a maximum potential contract sum of \$3,960,000.
4. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract.

5. Authorize the Director of Public Works or her designee to renew the contract for each additional renewal option and extension periods if, in the opinion of the Director of Public Works or her designee, United Pacific Services, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide landscaping and grounds maintenance services to maintain selected sites on the following areas: the Los Angeles River, Compton Creek, Rio Hondo Channel, and Dominguez Channel Green Way Projects. The work will consist of annual cutting of grass and wildflower; trim, care, and replanting of ground cover and vines on parapet walls; trim and care of trees, shrubbery, weed and litter control, and irrigation management. The Department of Public Works has contracted for these services since 2002.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual contract sum is \$720,000, which includes \$125,876 to cover estimated debris disposal fees plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract. This amount is based on Public Works' estimated annual requirements for the services at the unit prices quoted by the contractor.

Funding for these services is included in the Internal Service Fund Fiscal Year 2015-16 Budget, which will be reimbursed by the Flood Control District Fund Budget. Funds to finance the contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is United Pacific Services, Inc. This contract will commence upon Board's approval for a period of 1 year. With the Board's delegated authority, the Director of Public Works or her designee may renew this contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months.

The contract has been executed by United Pacific Services, Inc., and approved as to form by County Counsel (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Interim Chief Executive Officer and the Board.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. This contract contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on November 5, 2014, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on February 6, 2007, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will pay its full-time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by the Board, and will comply with the County's Living Wage reporting requirements.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

This Proposition A contract does not allow cost-of-living adjustments for the four option years.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a

significant effect on the environment in that they meet the criteria set forth in Section 15301(h) of CEQA.

CONTRACTING PROCESS

On November 6, 2014, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), and an advertisement was placed in the Los Angeles Times. Also, Public Works informed 1,200 entities consisting of local small business enterprises, independent contractors, and community business enterprises about this business opportunity.

On December 8, 2014, seven proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. Three proposals were disqualified for not meeting the minimum requirements of this RFP. The remainders of the proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, references, equipment, and demonstrated control over labor/payroll recordkeeping using the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive, responsible, and lowest-cost proposer, United Pacific Services, Inc.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter along with the Contractor Execute and Department Conform copies to the Department of Public Works, Architectural Engineering Division. The original Board Execute copy should be retained for your files.

The Honorable Board of Supervisors

10/20/2015

Page 5

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER

Director

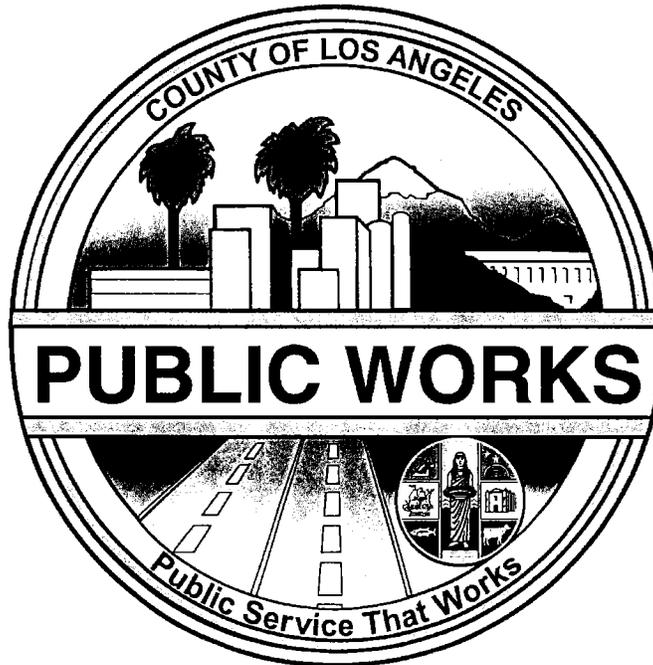
GF:JQ:so

Enclosures

c: Chief Executive Office (Rochelle Goff)
County Counsel
Executive Office
Internal Services Department, Contracts Division
(w/o enc.)

BOARD EXECUTE

Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

UNITED PACIFIC SERVICES, INC.

FOR

LANDSCAPE MAINTENANCE SERVICES
SOUTH AREA

78424

TABLE OF CONTENTS

LANDSCAPE MAINTENANCE SERVICES SOUTH AREA

| | PAGE |
|---|--------|
| AGREEMENT | 1-4 |
| EXHIBIT A Scope of Work | A.1-24 |
| EXHIBIT B Service Contract General Requirements | |
| Section 1 Interpretation of Contract | |
| A. Ambiguities or Discrepancies | B.1 |
| B. Definitions | B.1 |
| C. Headings | B.3 |
| Section 2 Standard Terms and Conditions Pertaining to Contract Administration | |
| A. Amendments..... | B.4 |
| B. Assignment and Delegation | B.4 |
| C. Authorization Warranty | B.5 |
| D. Budget Reduction | B.5 |
| E. Complaints | B.6 |
| F. Compliance with Applicable Laws | B.6 |
| G. Compliance with Civil Rights Laws | B.7 |
| H. Confidentiality..... | B.7 |
| I. Conflict of Interest | B.7 |
| J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employees on Reemployment List | B.8 |
| K. Consideration of Hiring GAIN and GROW Participants..... | B.8 |
| L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement | B.9 |
| M. Contractor's Charitable Activities Compliance | B.8 |
| N. Contractor's Warranty of Adherence to County's Child Support Compliance Program | B.9 |
| O. Contractor Performance Evaluation/Corrective Action Measures..... | B.9 |
| P. Damage to County Facilities, Buildings, or Grounds | B.10 |
| Q. Employment Eligibility Verification | B.10 |
| R. Facsimile Representations..... | B.10 |
| S. Fair Labor Standards | B.11 |
| T. Force Majeure..... | B.11 |
| U. Governing Laws, Jurisdiction, and Venue..... | B.12 |
| V. Most Favored Public Entity..... | B.12 |
| W. Nondiscrimination and Affirmative Action..... | B.12 |
| X. Nonexclusivity..... | B.13 |
| Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract..... | B.13 |
| Z. Notice of Delays..... | B.14 |
| AA. Notice of Disputes..... | B.14 |

| | | | |
|-----------|-----|--|------|
| | BB. | Notice to Employees Regarding the Federal Earned Income Credit... | B.14 |
| | CC. | Notices..... | B.14 |
| | DD. | Publicity..... | B.15 |
| | EE. | Public Records Act..... | B.15 |
| | FF. | Record Retention and Inspection/Audit Settlement..... | B.16 |
| | GG. | Recycled-Content Paper Products..... | B.17 |
| | HH. | Contractor's Employee Criminal Background Investigation..... | B.18 |
| | II. | Subcontracting..... | B.18 |
| | JJ. | Validity..... | B.19 |
| | KK. | Waiver..... | B.19 |
| | LL. | Warranty Against Contingent Fees..... | B.19 |
| | MM. | Time Off for Voting..... | B.19 |
| Section 3 | | Terminations/Suspensions | |
| | A. | Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program | B.21 |
| | B. | Termination/Suspension for Convenience | B.21 |
| | C. | Termination/Suspension for Default | B.22 |
| | D. | Termination/Suspension for Improper Consideration | B.23 |
| | E. | Termination/Suspension for Insolvency | B.24 |
| | F. | Termination/Suspension for Nonadherence of County Lobbyists Ordinance | B.24 |
| | G. | Termination/Suspension for Nonappropriation of Funds | B.24 |
| Section 4 | | General Conditions of Contract Work | |
| | A. | Authority of Public Works and Inspection | B.25 |
| | B. | Cooperation | B.25 |
| | C. | Cooperation and Collateral Work | B.25 |
| | D. | Equipment, Labor, Supervision, and Materials | B.25 |
| | E. | Gratuitous Work | B.25 |
| | F. | Jobsite Safety | B.25 |
| | G. | Labor | B.26 |
| | H. | Labor Law Compliance | B.26 |
| | I. | Overtime | B.26 |
| | J. | Permits/Licenses | B.26 |
| | K. | Prohibition Against Use of Child Labor | B.26 |
| | L. | Public Convenience | B.27 |
| | M. | Public Safety | B.27 |
| | N. | Quality of Work | B.27 |
| | O. | Quantities of Work | B.27 |
| | P. | Safety Requirements | B.27 |
| | Q. | Storage of Material and Equipment | B.28 |
| | R. | Transportation | B.28 |
| | S. | Work Area Controls | B.28 |
| | T. | County Contract Database/CARD..... | B.28 |
| Section 5 | | Indemnification and Insurance Requirements | |
| | A. | Independent Contractor Status | B.29 |
| | B. | Indemnification | B.29 |

| | | | |
|------------|----|--|------|
| | C. | Workplace Safety Indemnification | B.29 |
| | D. | General Insurance Requirements | B.30 |
| | E. | Compensation for County Costs | B.34 |
| | F. | Insurance Coverage Requirements | B.34 |
| Section 6 | | Contractor Responsibility and Debarment | |
| | A. | Responsible Contractor | B.36 |
| | B. | Chapter 2.202 of the County Code..... | B.36 |
| | C. | Nonresponsible Contractor | B.36 |
| | D. | Contractor Hearing Board | B.36 |
| | E. | Subcontractors of Contractor | B.38 |
| Section 7 | | Compliance with County's Jury Service Program | |
| | A. | Jury Service Program | B.39 |
| | B. | Written Employee Jury Service Policy | B.39 |
| Section 8 | | Safely Surrendered Baby Law Program | |
| | A. | Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law | B.41 |
| | B. | Notice to Employees Regarding the Safely Surrendered Baby Law.. | B.41 |
| Section 9 | | Compliance with County's Living Wage Program | |
| | A. | Living Wage Program..... | B.42 |
| | B. | Payment of Living Wage Rates..... | B.42 |
| | C. | Contractor's Submittal of Certified Monitoring Reports..... | B.44 |
| | D. | Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims..... | B.44 |
| | E. | County Auditing of Contractor Records..... | B.44 |
| | F. | Notifications to Employees..... | B.44 |
| | G. | Enforcement and Remedies..... | B.45 |
| | H. | Use of Full-Time Employees..... | B.47 |
| | I. | Contractor Retaliation Prohibited..... | B.47 |
| | J. | Contractor Standards..... | B.47 |
| | K. | Neutrality in Labor Relations..... | B.47 |
| Section 10 | | Transitional Job Opportunities Preference Program..... | B.48 |
| Section 11 | | Local Small Business Enterprise (SBE) Preference Program..... | B.49 |
| Section 12 | | Compliance with County's Defaulted Property Tax Reduction Program..... | B.50 |
| Section 13 | | Disabled Veteran Business Enterprise Preference Program..... | B.51 |
| Section 14 | | Prevailing Wage..... | B.52 |

- EXHIBIT C Internal Revenue Service Notice 1015**
- EXHIBIT D Safely Surrendered Baby Law Posters**
- EXHIBIT E Defaulted Property Tax Reduction Program**
- EXHIBIT F Performance Requirements Summary**
- EXHIBIT G South Area Maps**
- EXHIBIT H Hydroseed Specifications**
- EXHIBIT I Landscape Maintenance Service Report**
- EXHIBIT J.1 Filterra Maintenance**
- EXHIBIT J.2 Filterra Maintenance Report**

AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES - SOUTH AREA

THIS AGREEMENT, made and entered into this 20th day of October, 2015, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and UNITED PACIFIC SERVICES, INC., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on December 8, 2014, hereby agrees to provide services as described in this Contract for Landscape Maintenance Services South Area (2014-PA030).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, South Area Maps; Exhibit H, Hydroseed Specifications ; Exhibit I, Landscape Maintenance Service Report; Exhibit J.1, Filterra Maintenance; Exhibit J.2, Filterra Maintenance Reports; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$720,000, which includes \$125,876, to cover estimated debris disposal fees or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing upon Board's approval. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods, for a maximum total Contract term of five years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, terms, and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through J.2, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By Mike Antonovich
Mayor, Board of Supervisors

ATTEST:

PATRICK OGAWA
Acting Executive Officer of the
Board of Supervisors of
the County of Los Angeles



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

By Carla Little
Deputy

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By Carla Little
Deputy

MARY WICKHAM
Interim County Counsel

By Rose Linda Cruz
Deputy
for Carole Suzuki

UNITED PACIFIC SERVICES, INC.

By Gus K. Franklin 7/27/15
Its President

Gus K. Franklin

Type or Print Name

By Eric L. Franklin 7/27/15
Its Secretary / Assistant

Eric L. Franklin

Type or Print Name

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 OCT 20 2015

Patrick Ogawa
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

78424

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

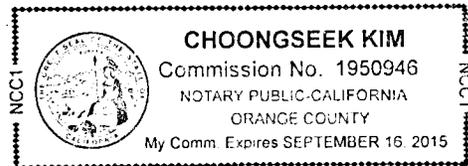
On July 27, 2015 before me, Choongseek Kim, Notary Public
(Here insert name and title of the officer)

personally appeared Gus K. Franklin,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~their~~ authorized capacity(ies), and that by ~~his~~ ~~her~~ ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Agreement for Landscaping maintenance services South Area
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer Gus K. Franklin
President
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~ - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On July 27, 2015 before me, Choongseek Kim, Notary Public
(Here insert name and title of the officer)

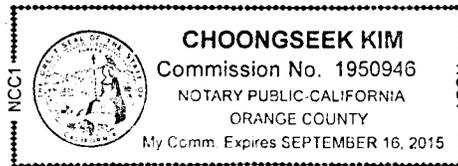
personally appeared Eric L. Franklin,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Agreement for Landscape Maintenance Services South Area
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public)
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer Eric L. Franklin
Assistant Secretary
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

SCOPE OF WORK
LANDSCAPE MAINTENANCE SERVICES SOUTH AREA (2014-PA030)

A. Public Works Contract Manager

Public Works Contract Manager will be Wicky Yueng of Flood Maintenance Division, who may be contacted at (626) 458-4152, e-mail address: wyueng@dpw.lacountv.gov, Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager may designate several Public Works Representatives (PWR) to request work from the Contractor. The Contract Manager and the PWR are the only persons authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager and/or PWR. The Contractor will be notified in writing when there is a change in the Contract Manager and/or PWR.

B. Work Location

The locations for which landscaping and ground maintenance services are to be provided are listed below. Please see Exhibit G for maps. Detailed landscape installation plans are available upon Contractor's request.

1. Los Angeles River
 - a. East side of the channel from approximately 700 feet south of Ocean Boulevard (near Seaside Pump Station in Long Beach), to the confluence with the Los Angeles River, and the Rio Hondo Channel.
 - b. West side of the channel from Anaheim Street to Southern Avenue in South Gate.
2. Compton Creek

Both sides from the confluence with Los Angeles River to Alameda Street south of 91 Freeway (FWY), including the Earth Day site located on the east bank just south of Santa Fe Avenue.
3. Rio Hondo Channel
 - a. East side from the confluence with the Los Angeles River to Slauson Avenue.
 - b. West side from the confluence with the Los Angeles River to FWY

4. Dominguez Channel Green Way Project

From Manhattan Beach Boulevard west of Crenshaw Boulevard, approximately 500 feet east of Cranbrook Avenue to Rosecrans Boulevard. The project is located on the channels right bank or west side. The project continues from the north side of Rosecrans Boulevard, east of Crenshaw Boulevard to El Segundo Boulevard on the channels left bank or east side. The project limits for both sections are from channel wall fence line to right-of-way fence line or marker post.

5. Filterra Units

Five Filterra units approximately 4 by 6 1/2 feet. Three units are located at the intersection of Garfield Avenue and Abbot Kinney, and two units are located at the intersection of Coeur D Alene and Abbot Kinney in Marina Del Rey. For maintenance guidelines, refer to the Filterra Maintenance attachment, located in Exhibit J.1, in addition to the Work Description below.

C. Work Description

The Contractor shall provide landscaping and grounds maintenance services in a neat, orderly, and professional manner in accordance with these terms, requirements, specifications, conditions, attachments, and exhibits.

Work locations may be changed or deleted during the Contract period by the Contract Manager with reasonable notice. Any such changes will be preceded by a conference between the Contractor and the Contract Manager. Additional work locations may be added and tasks may be expanded during the contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional work location(s). Upon Contract Manager's acceptance of the Contractor's written quotation, the additional work location(s) may be added to this Contract.

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract, at the County's sole and absolute discretion. The Contractor waives all claims against the County for any and all damages resulting from the County's failure to use the Contractor's services, including, but not limited to, lost profit.

Contractor shall submit to the Contract Manager a proposed maintenance schedule prior to the start of this Contract. Contractor shall maintain and keep a current monthly maintenance report that records when all periodic, seasonal, additional work and maintenance functions performed by the Contractor's personnel. The report shall also include the following: locations where Re-hydroseeding is required; locations where erosion on the channel back slope

greater than 6 inches have been discovered; locations where disease or insect infestation has been discovered; locations where trees, shrubs, vines, or other plants are missing or dead and should be removed; locations where any dead trees and shrubs should be replaced; locations where any irrigation systems which have to be operated manually; and locations where any problems with the irrigation system including malfunctions, needed maintenance, or repairs/replacements. The Contract Manager shall provide the report form. The maintenance report shall be submitted to the Contract Manager biweekly and upon request within three working days.

The Contractor shall assign a minimum of six fulltime equivalent crew members to the project. These crew members must be Contractor's personnel such as landscape laborer, gardener, sprayer, and irrigation technician.

The Contractor shall perform the following work at listed work locations:

1. Annual Cutting of Seeded Grass/Wildflower Channel Back Slopes (may extend beyond slope)
 - a. Contractor shall cut seeded grass/wildflowers, once per year, in an artisan-like manner without scalping or allowing excessive cuttings to remain. Cutting shall start May 1 with completion no later than June 30. Upon approval by the Contract Manager/PWR, cutting may start prior to May 1. The condition for earlier cutting is that the cutting shall take place after the grasses have gone to seed.
 - b. Vegetation shall be cut to a height of no less than 3 inches, or more than 4 inches.
 - c. Contractor shall remove all flowering weed growth with or without seed heads completely from the ground surface without changing the contour of the original ground surface. Weeds removed with or without seed heads shall be collected and disposed away from the site. Furthermore, the Contractor shall leave the grass/wildflower cuttings, as much as possible, as a beneficial organic matter for the soil.
 - d. Contractor shall cut the grass/wildflowers next to trees and shrubs manually or with approved mechanical devices (weed whip, etc.). No unapproved equipment will be allowed in those areas.
 - e. When reseeding is required, Contractor shall use seed mixture per Exhibit H, Hydroseed Specifications, at the price per Schedule of Prices, Form PW-2, Item 7.d, Rehydroseeding of grass and wildflower slopes.

2. Tree Trimming and Care

- a. The Contractor shall perform tree trimming to accomplish the following:
 - i. Remove all dead, weak, diseased, insect-infested, and damaged branches and limbs.
 - ii. Prevent encroachment on adjacent property and to maintain required proper vertical clearances, which are 7 feet for pedestrian areas and 14 feet for vehicular roadways.
 - iii. At a minimum, Elm, Eucalyptus, and Pepper trees shall be pruned every two years, beginning in the first contract year. All other trees shall be pruned every three years, beginning in the first contract year.
 - iv. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start. No stubs will be permitted.
 - v. All limbs 1 1/2 inches or greater in diameter shall be undercut to prevent splitting.
 - vi. All limbs shall be lowered to the ground using a method, which prevents damage to the remaining limbs.
 - vii. The Contractor shall remove and dispose of all trees, which are downed by either natural or unnatural causes. Contractor shall dig out stumps or grind them to 12 inches below grade, remove the wood chips and backfill the hole to grade with soil.
- b. The Contractor shall adhere to the following tree staking and tying requirements:
 - i. Replace missing or damaged stakes where the tree diameter is less than 3 inches.
 - ii. Install stakes in those cases where the tree has been damaged and requires staking for support.
 - iii. Check tree ties once a month and either retie or remove along with the stakes where the tree diameter is more than 3 inches. Removal of tree stakes may be requested by the

Contract Manager for trees with a diameter less than 3 inches.

- c. Contractor shall furnish all labor, supervision, equipment, and general materials for plant replacement. Public Works will reimburse the Contractor for plants purchased provided the Contractor attaches receipts showing the price of the items. The Contractor will not receive a markup for purchases made to complete the work for this item.

3. Trimming and Care of Shrubbery/Vines

- a. Contractor shall trim shrubbery and vines only to restrict growth of shrubbery/vines onto the adjacent roads, driveways, and walkways. To maintain safe vehicular and pedestrian visibility at street crossings, all shrubbery/vines located between the channel access gates and cross streets shall be kept trimmed to a maximum height of 4 feet.
- b. Contractor shall trim the shrubs at the access gates a minimum of once a year during the month of March and as needed during the rest of the year to ensure they do not grow taller than 4 feet. These shrubs shall be trimmed no shorter than 3 1/2 feet in height.
- c. It is Public Works' intention for the landscape within the flood right of way to look natural. If pruning is necessary, the Contractor shall prune back branches individually and not shear plants.
- d. Contractor shall remove and dispose of all dead or diseased plant materials as the condition develops
- e. Contractor shall furnish all labor, supervision, equipment, and general materials for plant replacement. Public Works will reimburse the Contractor for plants purchased provided the Contractor attaches receipts showing the price of the items. The Contractor will not receive a markup for purchases made to complete the work for this item.

4. Trimming and Care of Ground Cover and Vines on Parapet Walls

- a. Ground Cover
 - i. Contractor shall remove and dispose of all dead or diseased vines and ground cover branches as they develop.
 - ii. Contractor shall keep all ground cover adjacent to roadways

away from the paved surfaces. The ground cover shall be pruned back from the paved surfaces so that the edges look natural, not sheared off. Any runners that start to climb the right-of-way fencing, shrubs, or trees shall be pruned out of these areas. The pruning of the ground cover shall be done twice a year during the months of March and September.

- b. Vines and Ornamental Grass Planted Next to Parapet Walls
 - i. Contractor shall remove and dispose of all dead or diseased vines as the condition develops and new ones shall be planted as a replacement. Vines located on the channel side of the parapet wall shall be pruned once a year during the month of September so they hang no more than 2 feet below the top of the wall.
 - ii. Contractor shall trim vines and ornamental grass back to keep them from growing onto the access road/bicycle trail. Vines and ornamental grass shall be trimmed once a year during the month of September, except that the vines and ornamental grass along the east side of the Los Angeles River (bicycle trail) are to be trimmed twice a year during the months of March and September. Contractor shall direct the vines to grow onto the wall by the use of epoxy vine support or other methods approved by the Contract Manager.
 - iii. Contractor shall furnish all labor, supervision, equipment, and general materials for plant replacement. Public Works will reimburse the Contractor for plants purchased provided the Contractor attaches receipts showing the price of the items. The Contractor will not receive a markup for purchases made to complete the work for this item.

5. Weed Control

- a. Ornamental Plantings and Vine Pockets Next to Parapet Walls

Contractor shall remove and dispose of all weeds before they reach 3 inches tall. All perennial weeds, morning glory, vine-type weeds, ragweed, or other underground spreading weeds shall be kept under strict control. Weeds may be removed by hand or by cultivation where appropriate. The Contractor may use preemergent weed control as approved by the Contract Manager.

b. Seeded Grass and Wild Flower Areas

Contractor shall completely remove all weeds within the grass/wild flower areas to the ground surface without changing the contour of the original ground surface. No chemical eradication of weeds will be allowed unless approved by the Contract Manager.

c. Stone and Gravel Areas

Contractor shall remove all weeds over 6 inches tall or groups of weeds spreading 12 inches or more which are growing in the landscape stone areas, decomposed granite areas, and gravel areas. Weeds may be removed by hand, weed whipping, or the use of chemical weed control.

6. Litter Control

Contractor shall remove and dispose of paper, glass, trash, undesirable materials, and other accumulated debris within the landscape areas, including but not limited to, planted areas, rock areas, gravel areas, adjoining access roads and driveways, drains, and bicycle rest stops.

- a. Trash containers at the bicycle rest stops, shall be emptied once a week by the Contractor. Contractor shall report all missing containers to the Contract Manager by the end of the day and include that information on the required monthly maintenance report.
- b. Litter control shall take place once every two weeks along the bicycle trails on the east side of the Los Angeles River, the west side of the Rio Hondo Channel, and a section of the east side of the Rio Hondo Channel by the Contractor. Also, litter control shall take place once every two weeks along the west side of the Los Angeles River from Anaheim Street in Long Beach to 420 feet north of Tweedy Boulevard in South Gate.
- c. Litter control shall take place once a month on the portion of the Los Angeles River, Compton Creek, Rio Hondo Channel, and Dominguez Channel Greenway Project within 200 feet of the access gates at each street crossing.
- d. Litter control shall take place once a month on the east side of the Rio Hondo Channel from Firestone Boulevard to Slauson Avenue.

- e. Litter control shall take place once a year in all other areas not mentioned in items (a) through (d) above.

7. Filterra Units

Five Filterra units approximately 4 feet by 6 1/2 feet. Three are located at the intersection of Garfield Avenue and Abbot Kinney and two are located at the intersection of Coeur D Alene and Abbot Kinney in Marina Del Rey. For monthly maintenance guidelines, refer to the Filterra Maintenance attachment, located in Exhibits J.1 and J.2.

8. Watering and Irrigation System Management

Contractor shall be responsible for the operation of the automatic irrigation controllers and management of the complete irrigation system to provide the proper amount of water to the various species of plants.

The irrigation system is automatically controlled through electrical or solar powered irrigation controllers and remote control valves. Calsense ETI controllers are used along the Los Angeles River and Rio Hondo Channel to control a number of bubbler and drip systems. The system includes mainline flow meters, automatic rain shutoffs at each controller, and all ground and water-conserving drip systems. Bubblers are used at each tree and at the vine pockets (except Rio Hondo Channel, where drip systems are also used). All grass/wildflower areas have no permanent watering system and require the use of water truck on as-needed basis.

a. Irrigation

- i. Contractor shall operate the irrigation system so as not to cause excessive wetness, "waterlogged" areas. Native and drought-tolerant plant materials have been used throughout the project and require a minimal amount of water. Overwatering may cause the plants to die. Contractor shall incorporate infrequent deep-watering techniques to encourage deep-rooting, drought-tolerant plant characteristics to promote a self-sustaining, irrigation-free landscape.
- ii. When determining the watering schedule (controller settings for water quantities and frequencies), Contractor shall consider the season, weather (rainfall and temperature), and variation in size and varieties of plants along with the desired infrequent deep-watering technique. Seasonal controller rescheduling of circuits (systems) shall occur at least twice during the year, usually during spring and fall.

- iii. If necessary, Contractor shall use a moisture sensing device to determine water penetration into the soil.
- iv. Contractor shall turn off the irrigation system at the controller during or following rainy weather when the soil has enough high moisture content that watering is not required.
- v. If an automatic irrigation system, or a portion of a system, malfunctions, Contractor shall be responsible for the manual manipulation of that system for a period of 30 days. Contractor shall report all systems which require manual operation to the Contract Manager at the end of each week and also on the monthly maintenance report. Contractor's schedule for operating the irrigation system manually must be approved by the Contract Manager. A system shall be manually operated a minimum of once a week to qualify as part of the 30-day required period of manual operation. One manual operation of a system cannot count towards more than one week of the 30-day manual operation requirement. If the system requires manual manipulation for a longer period than the 30-day period, the Contractor is required to provide, then the Contract Manager may opt to pay the Contractor supplemental to continue the manual manipulation, or may decide to terminate the supplemental irrigation.
- vi. If the Contract Manager approves manual operation of the irrigation system past the 30-day period, Contractor will be reimbursed at the hourly rate for personnel to manually operate the system. The County will not pay for preparation time or travel time to and from the jobsite, only the actual time spent manually operating the irrigation system. Contractor's schedule for operating the irrigation system manually shall be approved by the Contract Manager as part of the approval for the Contractor to manually operate the irrigation system. The hourly rate to manually operate the irrigation system, past the required 30-day period, is not to be included in the total proposed price. This hourly rate is to be included in the Schedule of Prices, Form PW-2, Item 7.a, manual operation of irrigation system past the required 30-day period.

b. Irrigation System - Inspection and Maintenance

- i. Contractor shall be responsible for the inspection and maintenance of the entire irrigation system and for specific repairs/replacements. The County will be responsible for the repair or replacement of the following broken/worn-out components of the irrigation system: automatic controllers, backflow devices, gate valves, flow sensors, pressure regulators, wye strainers, filters, quick couplers, etc. The County will also be responsible for the inspection/certification of the mainline backflow devices located at each water service meter.
- ii. The County may at its discretion have the Contractor make additional repairs and/or replacements to the irrigation system. Contractor will be reimbursed for these repairs at the hourly rate for irrigation repairs or at a price agreed on Form PW-2, Item 7.b. The County will not pay for preparation time or travel time to and from the jobsite for these repairs. Contractor may impose a 4-hour minimum to be charged for emergency repairs. Emergency call out is defined work requested outside of normal working hours. If the Contractor requests more than 4-hour minimum charge or for works during normal working hours, a proposal should be submitted including estimated hours and materials needed. The proposal has to be approved by Contract Manager prior to the start of repair work.

The hourly bid proposed price for irrigation repairs is not to be included in the total price. It is to be included in the Schedule of Prices, Form PW-2, Item 7.b, irrigation system repairs, 4-hour minimum for emergency call out. For work described in this paragraph, Contractor will be reimbursed for parts provided by the Contractor to make repairs at a price agreeable to the Contractor and the Contract Manager.

- iii. To ensure the operability and the correct adjustment of the irrigation system, Contractor shall cycle controller(s) through each station manually and automatically to check the function of all facets of the irrigation system, report any damage or incorrect operation to the Contract Manager, and include that information on the monthly maintenance report. This inspection is to be performed once a month or more frequently if problems/conditions indicate a need. Beyond regular testing, irrigation systems shall be tested/inspected

as necessary when damage is suspected, observed, or reported to the Contractor by Public Works. The costs for these additional inspections are to be included in the lump sum price in the Schedule of Prices, Form PW-2, Items 4 and 5, all other work, such as tree and shrubbery trimming and care, weed control, litter control, watering and irrigation management, etc.

- c. Contractor shall perform the following tasks as part of regular irrigation management service:
- i. Respond to requests received from Public Works, pertaining to waterline breaks, etc., requiring an emergency response to shut off water or turn off the irrigation system (other than normal working hours). Contractor will be reimbursed for costs under the Schedule of Prices, Form PW-2, Item 7.c, flat rate for emergency call back to shut off water/turn off irrigation system.
 - ii. Repair or replace damaged bubbler heads and risers, as necessary.
 - iii. Clean or replace clogged bubbler heads and risers, as necessary.
 - iv. Clean or replace clogged or damaged drip line emitters.
 - v. Repair/replace immediately all broken drip lines or emitters which are causing a loss of water and creating ponding or erosion.
 - vi. Maintain the filters for the drip system to help prevent the emitters from clogging. All filters at remote control valves shall be inspected and cleaned every two months. The location of any filter found to be worn out during this inspection shall be reported to the Contract Manager within one week of the discovery and also included on the required monthly maintenance report. The drip system filters are located within vaults located at the bottom of the back slope.
 - vii. Inspect and clean mainline filters, wye strainers, basket filters, and the filters at the backflow devices twice a year.

The location of any filter found to be worn out during this inspection shall be reported to the Contract Manager within one week of the discovery and also included on the required monthly maintenance report.

- viii. The bubbler heads in the vine pockets next to the parapet walls shall be inspected on a monthly basis to verify each vine is being watered.
- ix. Recover and refasten removed valve box covers. Contractor shall report any missing valve box covers to the Contract Manager by the end of the day and also include that information on the required monthly maintenance report.

9. As-Needed Items (Only to be performed with Public Works' approval)

Upon approval by the Contract Manager, the following as-needed services can be performed at Public Works' facilities throughout County of Los Angeles.

- a. Manual operation of irrigation system past the required 30-day period.

If Public Works approves manual operation of the irrigation system past the 30-day period, the Contractor will be reimbursed at the hourly rate for personnel to manually operate the system. The

County will not pay for preparation or travel time to and from the jobsite. The County will only pay the actual time spent manually operating the irrigation system. The Contractor's schedule for operating the irrigation system manually shall be preapproved by the Contract Manager. The hourly cost to manually operate the irrigation system, past the required 30-day period, is not to be included in the total proposed price. This cost is to be included in Form PW-2, Schedule of Prices, Item 7.a, manual operation of irrigation system past the required 30-day period.

- b. Irrigation System Repairs

The County may at its discretion have the Contractor make additional repairs and/or replacements to the irrigation system. Contractor will be paid at the hourly rate indicated in Schedule of Prices, Item 7.b. The County will not pay for preparation time or travel time to and from the jobsite for these repairs. For emergency

call out, the Contractor will be paid at a 4-hour minimum for emergency repairs. Emergency call out is defined work requested outside of normal working hours. For emergency work beyond 4-hour minimum, Contractor shall obtain verbal approval from Contract Manager and will be reimbursed of the actual cost for labors and materials. The Contractor shall provide documentation for the cost of repair along with the invoice.

c. After-Hours Emergency to Shut Off Water

Respond to requests received from Public Works, pertaining to waterline breaks, etc., requiring an emergency response to shut off water or turn off the irrigation system (other than normal working hours). Contractor will be reimbursed for each emergency response at the flat rate under PW-2, Schedule of Prices, Item 7.c.

d. Hydroseeding

Contractor shall complete hydroseeding services as requested by the Contract Manager. Hydroseeding services will be paid at the hourly rate listed in PW-2, Schedule of Prices, Item 7.f. The County will reimburse the Contractor for parts and materials, including but not limited to, seeds and erosion control devices, provided Contractor has obtained Contract Manager's prior written approval of Contractor's written proposal. The Contractor shall submit an invoice with attached applicable receipts for a particular service request to the Contract Manager. The Contractor will not receive a markup for purchases made to complete the work for this item. The County will not pay for preparation time or travel time to and from the jobsite for these services.

i. Contractor shall adhere to the following standards and specifications:

1. Evaluation of site conditions shall be performed to select appropriate hydroseeding mixture.
2. All seeds shall be in conformance with the California State Seed Law of the Department of Agriculture.
3. Installation:
 - a. Contractor shall have previous knowledge of hydroseeding.

- b. Obtain approval of planting area from Contract Manager.
 - c. Remove all vegetation (except as instructed by Contract Manager), stumps, roots, and stones (larger than 1 inch in diameter) and all harmful materials.
 - d. Grade area to present a neat and uniform appearance. Finish grade to be 1 inch below adjacent paving.
 - e. Any slurry sprayed on plants, wall, pavement, or equipment as a result of hydroseeding shall be cleaned to the satisfaction of Contract Manager.
 - f. Inspection – Notify Contract Manager one week prior to completion. The Contract Manager shall inspect and accept the completed works.
- ii. Contractor shall inspect hydroseeded slopes and areas weekly before and after rainfall events. Inspect hydroseeded slopes and areas every 24 hours during extended rainfall events during the initial planting season up to four months.
 - iii. All areas shall be inspected for failure and reseeded, fertilized, and mulched within the planting season using not less than half the original application rates.
 - 2. Temporary vegetation that does not provide adequate cover must be reapplied as required by the Contract Manager.
 - iv. Contractor is responsible for maintaining all slopes to prevent erosion for the duration of the project or per contract Special Provisions. This includes, but is not limited to, the purchase and installation of erosion control devices (i.e, straw waddles, etc.).
 - 1. For slopes in excess of 3:1, a mulch stabilizer such as soilLoc, or approved equal, shall be applied to the mulch at a recommended rate by the manufacturer and approved by the agency.

e. Water Truck

Upon the request and approval by the Contract Manager, the contractor shall be required to provide a water truck with operator equipped with overhead projection style nozzle for watering at the grass/wildflower areas on as-needed basis. The water truck shall have a 4,000-gallon water tank. The water truck shall be capable to be driven on channel's access road and discharge water by gravity to irrigate channel embankment. Provide hourly rate for the use of water truck on PW-2, Schedule of Prices, Item 7.e.

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract, at the County's sole and absolute discretion. The Contractor waives all claims against the County for consequential damages resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

D. Hours and Days of Service

Hours of services shall be primarily performed within the 7 a.m. to 4 p.m. time period, Monday through Friday, each week, except legal holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the Director.

Minimally, the Contractor shall provide telephone answering service and facsimile, within the County from 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays, to receive instructions, information, complaints, etc., from Public Works. Contractor shall also provide a 24-hour, 7 days a week, emergency phone number to receive emergency reports from Public Works.

Holidays Observed by the County of Los Angeles are:

| | |
|-----------------------------|------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King, Jr. Day | Veterans Day |
| Presidents' Day | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | |

E. Utilities

The County will provide electric and water services to operate the irrigation system.

F. Storage Facilities

The County will not provide storage facilities for the Contractor. Public Works will not be liable or responsible for any damage, by whatever means, or for theft of materials or equipment from the jobsite.

G. Removal of Debris

All debris derived from these landscaping services shall be removed from Public Works property by the Contractor and properly disposed. Public Works will pay the Contractor for dump fees and the Contractor shall be responsible for all work and transportation required to remove and dispose of debris. The Contractor shall submit dump tickets with invoices each month, **whereupon Public Works will reimburse the Contractor for the cost of the debris disposal only.** Materials earmarked to a landfill shall be delivered to an approved dumpsite. Landscape waste materials diverted from landfills to cogeneration facilities shall be registered on a log to be submitted on a monthly basis to the Contract Manager. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

H. Special Safety Requirements

All Contractor's personnel shall observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works safety requirements while at Public Works jobsites.

1. All Contractor's personnel shall observe all applicable state of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works safety requirements while at Public Works jobsites.

2. Special emphasis shall be placed on public safety during landscape maintenance operations, particularly when adjacent to roadways, sidewalks, and bicycle trails. Contractor shall be responsible for providing all necessary safety measures to ensure public safety within the limits of or adjacent to each particular landscape maintenance operation.

Contractor shall do the following for safety issues:

- a. **Public Safety:** Contractor shall perform a pre-work survey to identify potential safety issues and, if any are found, address them before work starts; if any hazards are found, the contractor will report to the County's contract manager; if the hazards are potentially harmful or pose imminent risk to the public, contact 911.
- b. **Emergency Response:** When the emergency involves injury to a member of the public, call 911; stay with the injured person until help arrives, if doing so does not pose a risk to the County crews or contractor, and direct emergency services to the injured person, if practical; secure the site to restrict the public from going through the area. When needed, use appropriate signage and delineations.
- c. Contractor shall file a County of Los Angeles Non-Employee Injury Report form to document the incident and injuries to the public and transmit the forms to Public Works representative (PWR) within two business day or first day of the next business week.

*PWR will provide the report form.

- d. Contractor shall submit a project safety plan and provide training to employees on the above provisions.
 - e. Contractor shall provide traffic control that conforms to the most recent version of the California Department of Transportation Manual of Traffic controls for Maintenance Work Zones wherever work operations encroach upon public streets or highways, bikeways, pedestrian paths, and/or employees of the contractor are exposed to traffic hazards. Contractor shall ensure that all traffic control configurations, devices, equipment, and setup comply with the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones.
3. All pesticide, herbicide, etc., application shall be under the direct supervision of a Pest Control Advisor licensed by the State of California.

4. Contractor shall close the bicycle trail portion of the channel access road (east side of the Los Angeles River) when the landscape maintenance operation warrants closing the trail to the public. Contractor shall block the access road/bicycle trail and place signs at the point both upstream and downstream of the work area. The upstream and downstream closure points shall be as follows:
 - a. The trail closure signs shall state the date of closure and date the trail will be reopened.
 - b. The signs shall also state the limits of the closure (where the bicyclist can re-enter the trail).
 - c. The signs shall use 3-inch lettering.
 - d. The trail closure signs shall be placed on the trail two weeks prior to the trail closure.
 - e. Public Works Bicycle Trail Coordinator shall be notified 48 hours prior to the closure of the bicycle trail.
 - f. All questions regarding the bicycle trail closure shall be directed to the Public Works Bicycle Trail Coordinator, Matt Suska, at (626) 458-3960.

I. Maps

Exhibit G is the maps of the areas.

J. Work Area Control

Contractor shall comply with all applicable laws and regulations and shall maintain work areas in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite shall be subject to the approval of the Contract Manager.

K. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) required that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. Based on this mandate, all contractors handling landscape waste materials for the County shall be responsible to divert all landscape waste materials from any landfills and cogeneration facilities.

Landscape materials utilized for cogeneration or daily landfill cover may not qualify for diversion credit and, therefore, may not be acceptable methods of disposal of this material. Contractor shall be required to seek "recycling" alternatives for these organic, biodegradable landscape waste materials. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock, for composting, cocomposting, mulching, soil amendments, and wood chip products.

Contractor shall be required to arrange for the chipping and transport of all landscape materials to its selected processor with all cost to be borne by the Contractor. Use of any other processing method not listed above will require the approval of Public Works and must qualify for diversion credit as specified in AB 939, or subsequent legislation. Proof of delivery of the material and weight tickets (from an approved public or private scale) shall be required.

L. Additional Responsibilities of the Contractor

1. Furnish all supervision, labor, material, tools, equipment, transportation, and other items needed to perform landscape services as outlined herein.
2. Provide sufficient landscape personnel with the skills, training, and experience necessary to perform the various landscape activities in a professional manner. The Contractor shall ensure all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems (including drip systems) and can readily identify and isolate problems. Whenever applicable, the Contractor shall use a certified arborist, a certified horticulturist, certified Pest Control Applicators, and Pest Control Adviser, approved by Public Works for providing directions during maintenance (e.g., for tree trimming, shrubbery pruning, slope cutting, fertilizing, disease, and pest recommendations).
3. Ensure that all equipment used is adjusted properly and adequately sharp. The Contractor shall not use climbing spurs.
4. Repair any damage to Public Works facilities resulting from the Contractor's work including, but not limited to, irrigation systems, fences, gates, and access road pavement.
5. Assume responsibility for any damage due to over-spray of the adjoining areas (grasses and wildflowers, shrubs, trees, etc.) in areas where chemical weed eradication is used.
6. Remove all trimming, debris, and trash and properly dispose of them off-site at the end of each work day. Also, all roadways, driveways, and sidewalks adjacent to each landscape operation shall be cleaned immediately following each landscape operation.

7. Inspect all landscaped areas for disease and insect infestation that could cause damage to the plant materials during each landscape maintenance activity. The Contract Manager shall be notified by the end of the week of any disease or insect infestation detected by the Contractor. The infestations shall also be reported on the monthly maintenance report. The cost for this inspection shall be included in bid items, "Trim, Care, and Replanting of Ground Cover and Vines on Parapet Walls," and items, "All other work, such as Tree and Shrubbery Trimming and Care, Weed Control, Litter Control, Watering and Irrigation Management, Rodent Control, etc.," in the Schedule of Prices, Form PW-2.
8. Inspect the channel back slope for erosion during each maintenance activity. All erosion 6 inches or deeper shall be reported to the Contract Manager at the end of each week and also reported on the monthly maintenance report.
9. Replace all dead trees or shrubs and report all replacement trees and shrubs to the Contract Manager every month on the monthly maintenance report. Contractor shall be compensated for trees and shrub replacement based on invoice submitted to the Contract Manager plus 15 percent handling charge outside of this Contract.
10. Provide the Contract Manager with a means of communication to contractor's field personnel.
11. Ensure that its on-site supervising employee assigned to this Contract has at least two years of experience in performing supervising landscaping services. Contractor's change in on-site supervisors shall be reported to the Contract Manager. Contractor shall submit the proposed on-site replacement supervisor resume to the Contract Manager for preapproval.
12. Ensure to hold a valid and active California-issued landscaping License, Contractor Classification C-27. In addition, ensure to hold a valid and active State of California Department of Pesticide Regulation Pest Control Business license and Contractor's employee assigned to this Contract must hold a valid and active State of California Qualified Applicator license.
13. Ensure to have as an entity or by its managing employees five years of experience providing landscaping services.

M. Responsibilities of Public Works

Public Works will be responsible for the following:

1. Provide jobsite inspection: The County may perform periodic inspections

of the work location(s) as determined necessary or requested by the Contract Manager. The Contract Manager or PWR may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite.

2. Review and process all inspection/maintenance report results for completeness and accuracy of reporting. If any work referenced in Exhibit A, Scope of Work, Item C, Work Description, and Exhibit A, Scope of Work, Item L, Additional Responsibilities of Contractor, are not done properly, the Contract Manager will not approve the work for payment and will order the work be redone.
3. Provide Maps and Irrigation and Landscape Drawings:
 - a. Exhibit G consists of drawings showing the location where landscape maintenance services are to be performed.
 - b. Detailed landscaping and irrigation drawings are available showing design of the irrigation systems and the landscaping. Landscaping may have been modified subsequent to the original installation, and thus the drawings should be field verified.

N. Water Pollution Control

1. National Pollutant Discharge Elimination System

To comply with the National Pollutant Discharge Elimination System (NPDES) requirements, Contractor shall not allow any debris from its operations under this Contract to be deposited into the channels, storm drains, and/or gutters.

2. Best Management Practices (BMPs)

Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device that controls, prevents, removes, or reduces water pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 of the Construction BMP Handbook. This Publication is available from:

Blue Print Service
1700 Jefferson Street
Oakland, CA 94612
(510) 444-6771

County of Los Angeles
Department of Public Works
Cashier's Office
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-6959

Contractor shall have a minimum of one readily accessible copy of this publication on the jobsite at all times.

O. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

P. Prevailing Wage

The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract, which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov>.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775, of the Labor Code (State of California), Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

Q. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages

for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
 - b. The parties are both experienced in the performance of the Contract work.
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price.
 - d. The parties are not under any compulsion to contract.
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

4. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance.

P:\aspub\CONTRACT\Edwin\Landscape South Area\2014\2014 RFP\07 SOW _ 8-28-14.rtf

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E - Defaulted Property Tax Reduction Program, and other appropriate exhibits, amendments and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12-month period beginning July 1 and ending the following June 30.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the Scope of Work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the

Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation

Subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be

expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202).

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. Contractor Performance Evaluation/Corrective Action Measures

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If

improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via

communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and

regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor.

County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any

amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

Statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor

and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
 - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor, including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
 - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers ("County Indemnities"), from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special

Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
 - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or

number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.

- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Contract Analyst (noted in the RFP Notice)

- e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.
3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is

attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to

execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents,

Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.

15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

| | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this

coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a

tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

some or all of which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) with respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) with respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may

constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the

breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than 10 percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and Internal Services Department of this information.

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

SECTION 13

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 14

PREVAILING WAGES

A. Prevailing Wages

The Director of the California Department of Industrial Relations has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

B. Posting of Prevailing Wage Rates

The Contractor agrees to comply with the provisions of Section 1773.2 of the California Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite.

C. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the Project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. The Contractor shall keep accurate payroll records showing the name,



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

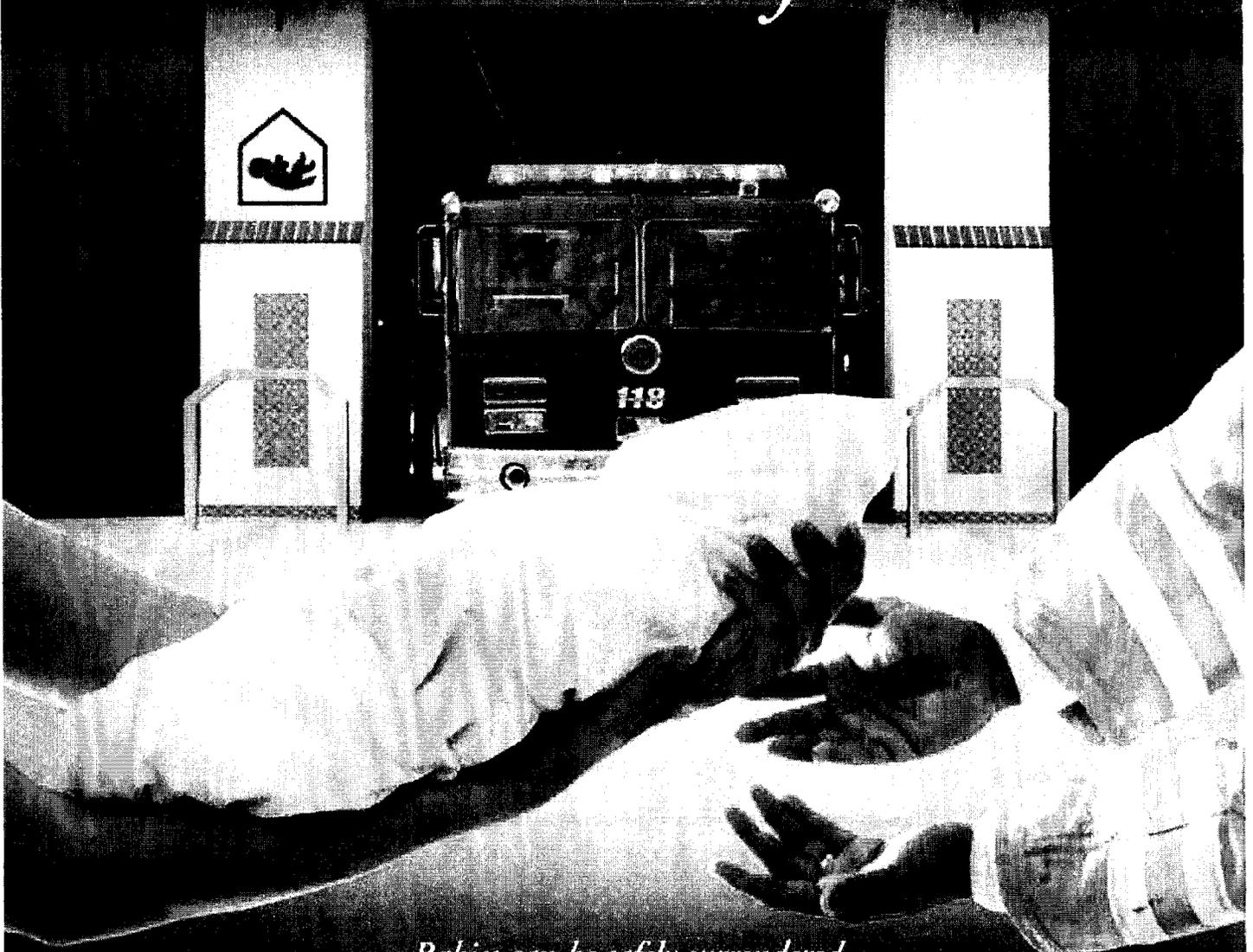
How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

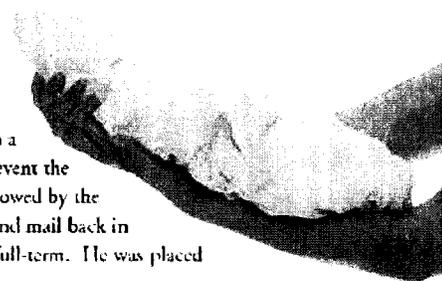
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

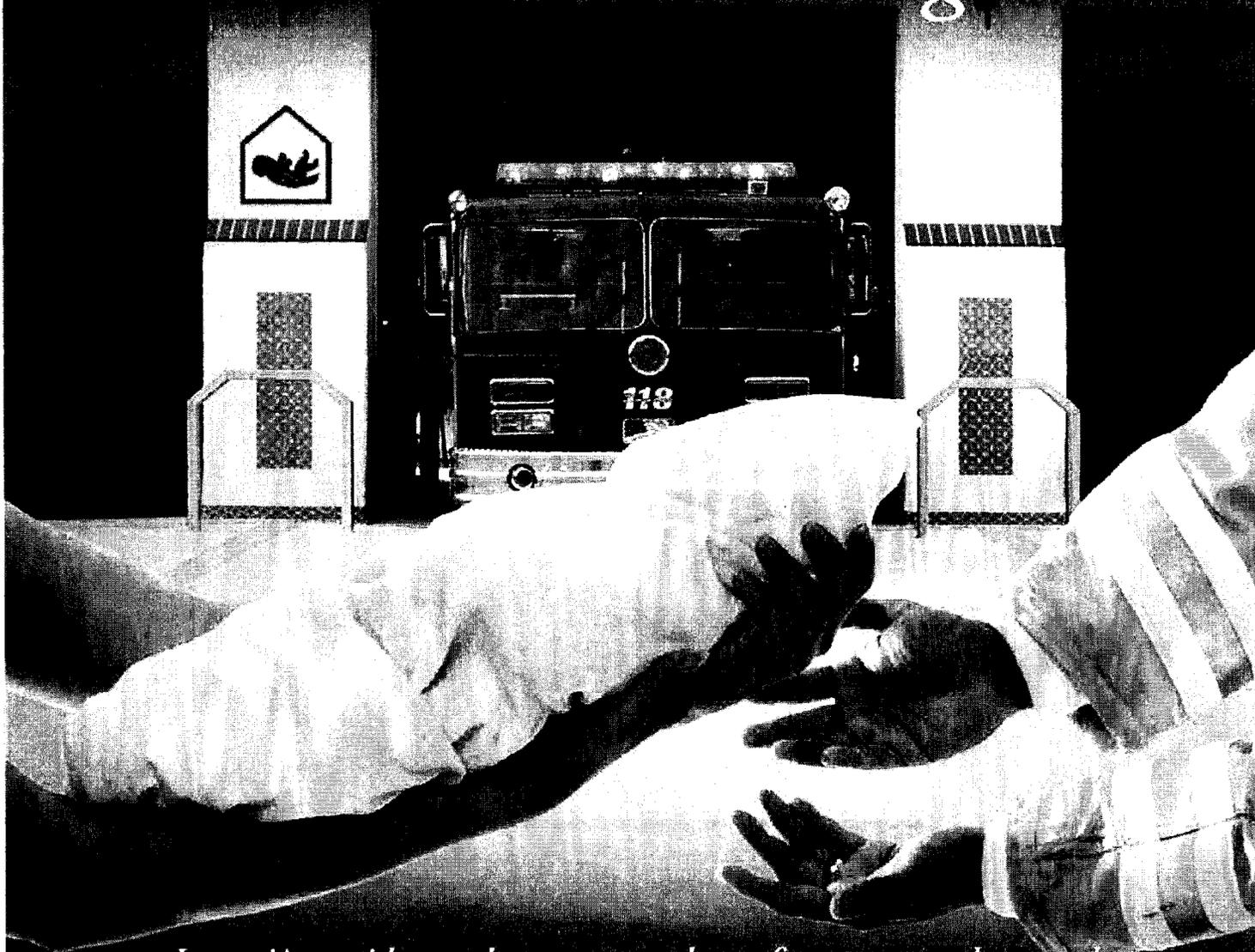
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafeLA.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir, cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar el recién nacido sin temor de ser arrestados o involucrados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in

compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor

provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-J.2) and this PRS, Exhibits A-J.2 shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-J.2, to clarify Performance Requirements, or to monitor of any part of this Contract.

| Required Service/Tasks | Performance Indicator | Deductions / Consequences for Failure to Meet Performance Indicator* | Compliance | Comments |
|---|---|--|---|----------|
| A. SCOPE OF WORK | | | | |
| 1. Fines by Regulatory and Governmental Agencies | Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements. | \$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; suspension; possible termination for default of contract. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 2. Violation of the National Pollutant Discharge Elimination System | Discharge of debris into storm drains and/or gutter. | \$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; suspension; possible termination for default of contract. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 3. Trimming and Care | Contractor shall provide all landscaping and grounds maintenance services in a neat, orderly, and professional manner for the 15 items/sites. | \$500 per occurrence plus any fines. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 4. Major Tree Trimming, Tree Removal and Stump & Root Removal | Contractor shall complete major tree trimming as requested by Project Manager, this includes any and all other types of trimming other than those specified in Tree Trimming and Care. | \$500 per occurrence plus any fines. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-J.2) and this PRS, Exhibits A-J.2 shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-J2, to clarify Performance Requirements, or to monitor of any part of this Contract.

| Required Service/Tasks | Performance Indicator | Deductions / Consequences for Failure to Meet Performance Indicator* | Compliance | Comments |
|--|--|--|---|----------|
| 5. Weed/ Litter/ Rodent Control | Contractor shall remove any weeds, litter or any other debris, and rodents from landscape areas. Weed and Litter control shall take place on a weekly basis at all locations. Rodent control shall take place as needed. | \$500 per occurrence plus any fines. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| B. REPORTS/DOCUMENTATIONS | | | | |
| 1. Monthly Maintenance Reports | Contractor shall submit maintenance report to the Contract Manager at the end of each month or upon request, within three working days. | \$50 per day per report that is late or not submitted. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 2. Special Reports As Needed | Filed within time frame requested. | \$50 per day per report that is late or not submitted. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| C. EMPLOYEES | | | | |
| 1. Contractor's Employee Criminal Background Investigation | Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required. | \$100 per employee per day who is not certified as passing the background check. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-J.2) and this PRS, Exhibits A-J.2 shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-J.2, to clarify Performance Requirements, or to monitor of any part of this Contract.

| Required Service/Tasks | Performance Indicator | Deductions / Consequences for Failure to Meet Performance Indicator* | Compliance | Comments |
|--|--|---|---|----------|
| | by the Contract. Employees who <u>do not</u> pass or is not certified shall be immediately removed. | | | |
| 2. Experienced Personnel | Contractor must provide experienced personnel to perform various landscape activities in a professional manner; this includes personnel fully trained in all phases of irrigation systems. | \$50 per error resulting from lack of orientation; possible suspension. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 3. Training Program | Document training of each employee. | \$250 per untrained employee. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 4. Maintain Knowledge of Safety Requirements | Completion of training of all accepted standards for safe practices related to the work. | \$50 per employee, per occurrence. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| D. SUPERVISOR/MANAGERS | | | | |
| 1. Change in Project Manager | Contractor shall notify the County in writing of any change in name or address of the Project Manager. | \$50 per occurrence. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 2. Respond to complaints, requests, and discrepancies. | Respond within the time frame outlined in the Contract. | \$50 per complaint not responded to within the time frame outlined in the specifications. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-J.2) and this PRS, Exhibits A-J.2 shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-J2, to clarify Performance Requirements, or to monitor of any part of this Contract.

| Required Service/Tasks | Performance Indicator | Deductions / Consequences for Failure to Meet Performance Indicator* | Compliance | Comments |
|--|---|--|---|----------|
| 3. After Hours Emergency to Shut Off Water | Contractor shall respond to requests received from Public Works pertaining to waterline breaks requiring an emergency response to shut off water or turn off irrigation system. | \$50 per occurrence. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 4. Site Inspections | Contractor or experienced personnel shall inspect landscape areas after maintenance has been completed. Areas shall also be inspected for disease, insect infestation or irrigation problems. | \$50 per occurrence. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 5. Competent Supervisory Staff | Responsiveness to complaints and requests; maintain good work records, and acceptable level of service. | \$200 per occurrence; possible suspension. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 6. Supervision and Training | On-site supervisor shall have at least 2 years of experience in performing landscaping services. | \$50 per occurrence; possible suspension. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 7. Special Safety Requirements | Contractor shall be responsible for providing all necessary safety measures to ensure public safety. All Contractors' personnel shall observe all applicable State of California | \$200 per occurrence. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-J.2) and this PRS, Exhibits A-J.2 shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-J2, to clarify Performance Requirements, or to monitor of any part of this Contract.

| Required Service/Tasks | Performance Indicator | Deductions / Consequences for Failure to Meet Performance Indicator* | Compliance | Comments |
|--|--|--|---|----------|
| | Occupational Safety and Health Administration (Cal/OSHA) and Public Works safety requirements. | | | |
| 8. Supervisors speak, read, write, and understand English | On-site supervisor can communicate in English with County Contract Manager. | \$100 per day for use of non-English-speaking supervisor; possible suspension. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| E. CONTRACT ADMINISTRATION | | | | |
| 1. License & Certifications | Contractor shall maintain a valid and active California issued Landscaping License, Contractor Classification C-27, and State of California issued arborist certification. | \$200 per day; work/contract; possible suspension; possible termination for default of contract. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 2. Provide Performance Bond | Valid bond is furnished and not allowed to lapse. | \$200 per day; possible suspension; possible termination for default of contract. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 3. Record Retention & Inspection/Audit Settlement | Maintain all required documents as specified in contract. | \$200 per occurrence. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 4. Use of Subcontractor without Approval and/or Authorization. | Obtain County's written approval prior to subcontracting any work. | \$500 per occurrence; possible suspension; possible termination for default of contract. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 5. Assignment and Delegation | Contractor shall not assign its | \$200 per day the County | <input type="checkbox"/> Yes | |

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

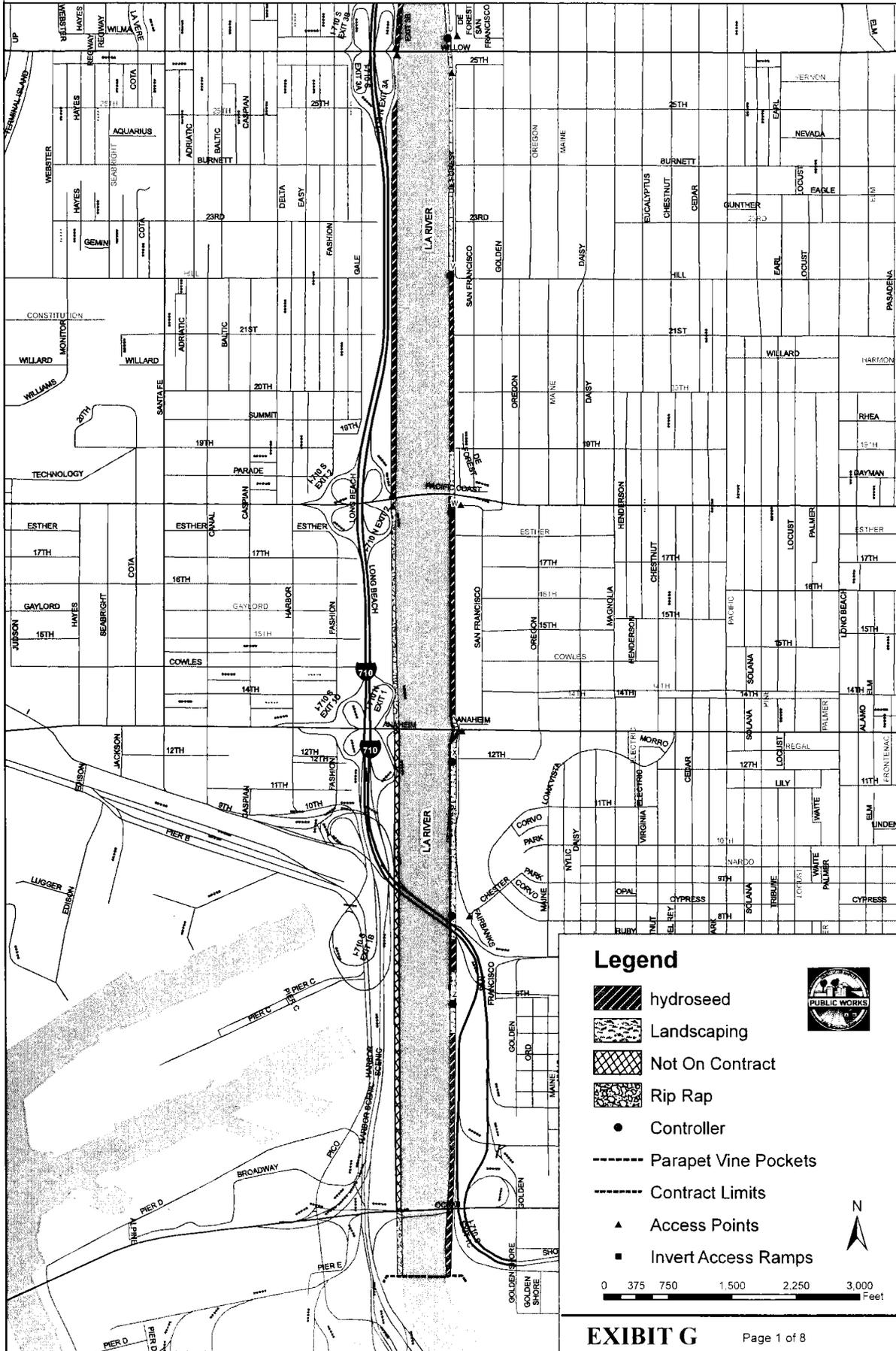
PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-J.2) and this PRS, Exhibits A-J.2 shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-J.2, to clarify Performance Requirements, or to monitor of any part of this Contract.

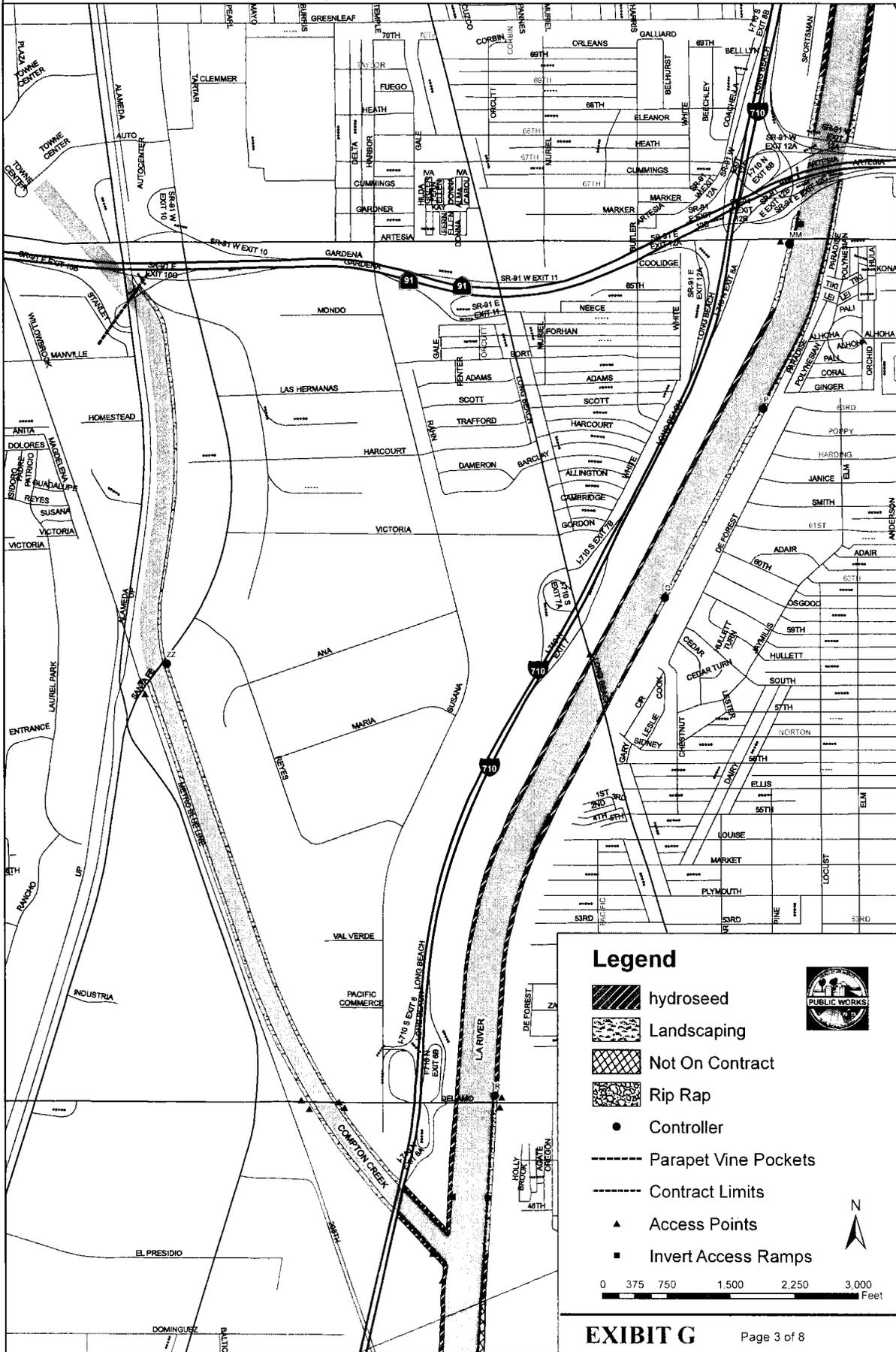
| Required Service/Tasks | Performance Indicator | Deductions / Consequences for Failure to Meet Performance Indicator* | Compliance | Comments |
|------------------------|---|--|---|----------|
| | rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County. | is not informed of this change; possible suspension; possible termination for default of contract. | <input type="checkbox"/> No <input type="checkbox"/> N/A | |

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

FMD SOUTH AREA LANDSCAPE MAINT. CONTRACT



FMD SOUTH AREA LANDSCAPE MAINT. CONTRACT



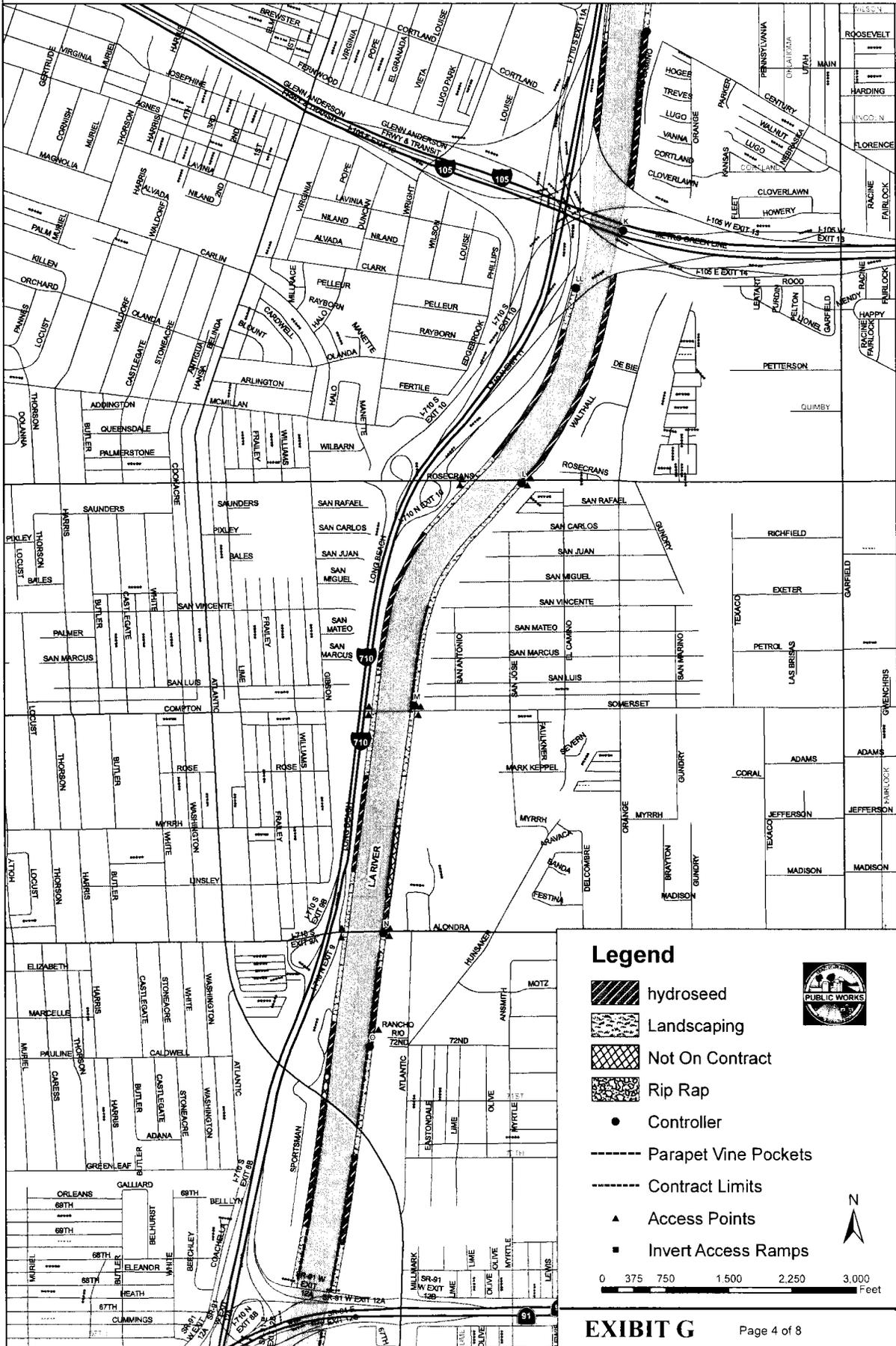
Legend

-  hydroseed
-  Landscaping
-  Not On Contract
-  Rip Rap
-  Controller
-  Parapet Vine Pockets
-  Contract Limits
-  Access Points
-  Invert Access Ramps

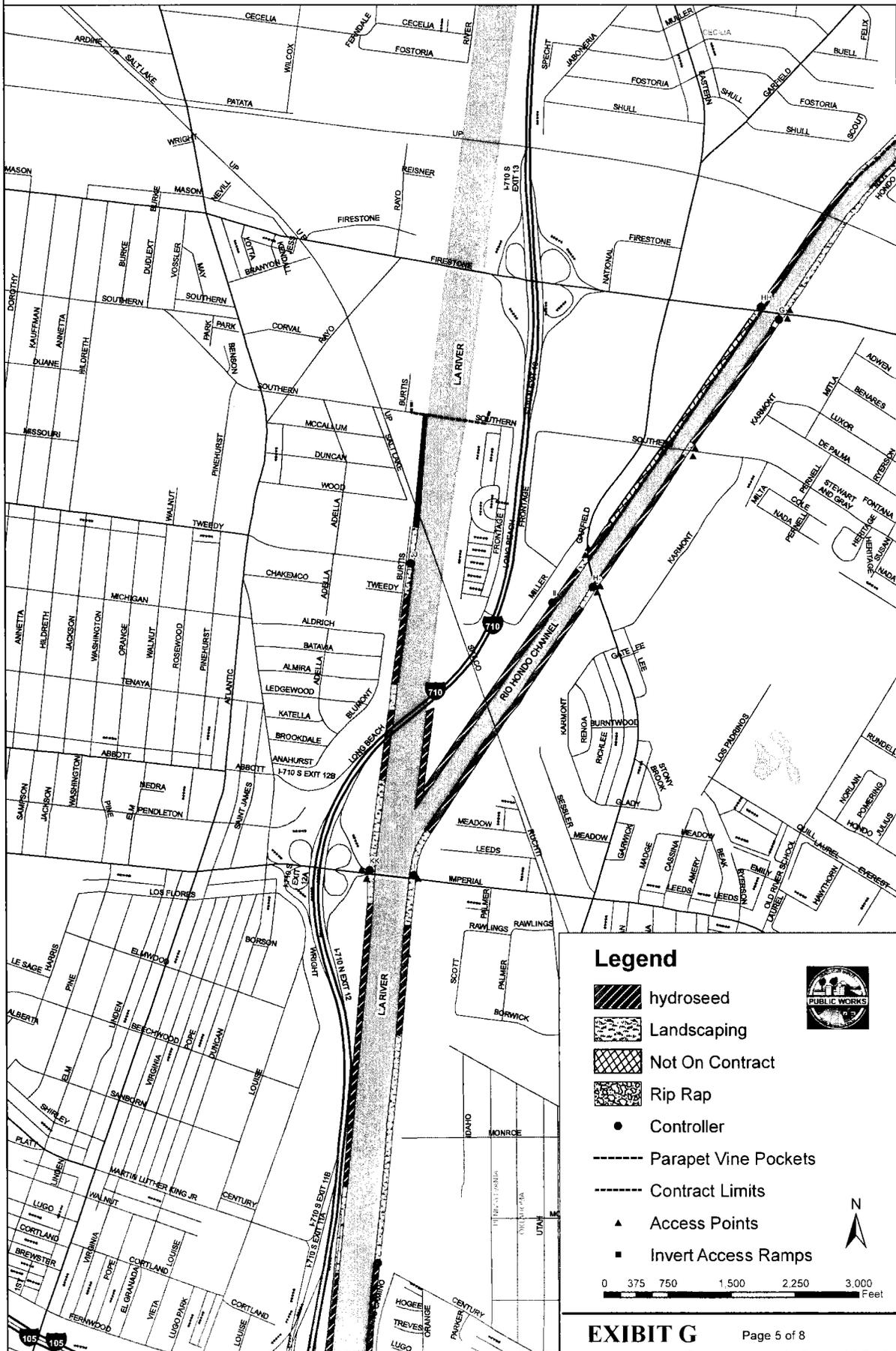


0 375 750 1,500 2,250 3,000 Feet

FMD SOUTH AREA LANDSCAPE MAINT. CONTRACT



FMD SOUTH AREA LANDSCAPE MAINT. CONTRACT



FMD SOUTH AREA LANDSCAPE MAINT. CONTRACT



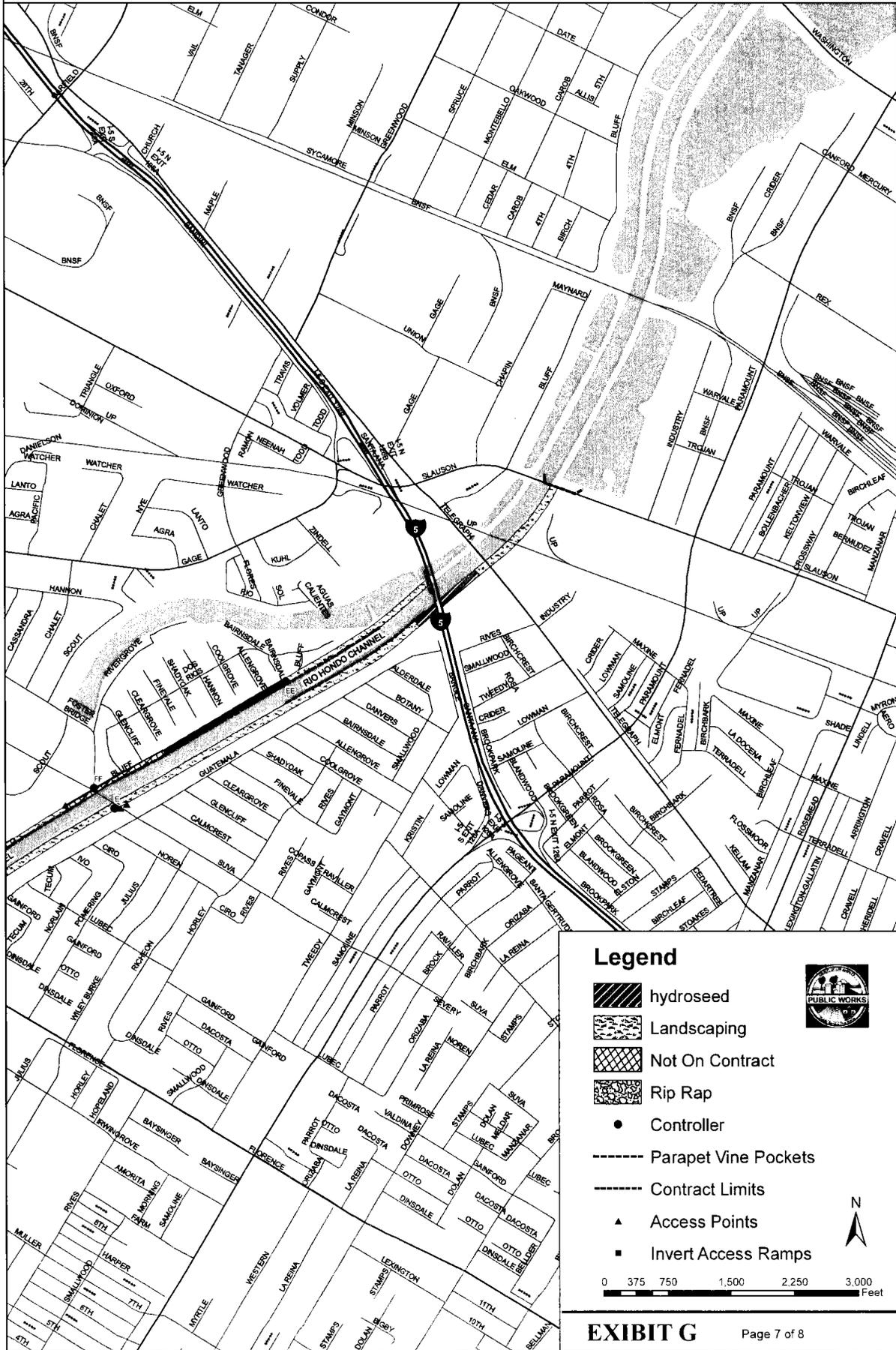
Legend

-  hydroseed
-  Landscaping
-  Not On Contract
-  Rip Rap
-  Controller
-  Parapet Vine Pockets
-  Contract Limits
-  Access Points
-  Invert Access Ramps



0 375 750 1,500 2,250 3,000 Feet

FMD SOUTH AREA LANDSCAPE MAINT. CONTRACT



Legend

-  hydroseed
-  Landscaping
-  Not On Contract
-  Rip Rap
-  Controller
-  Parapet Vine Pockets
-  Contract Limits
-  Access Points
-  Invert Access Ramps



0 375 750 1,500 2,250 3,000 Feet



HYDROSEED SPECIFICATIONS

Seed Classification

State-approved seed of the latest season's crop shall be provided in original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material.

Labels shall be in conformance with AMS-01 and applicable state seed laws.

Seed Mixtures

Seed mixtures shall be proportioned by weight as follows:
Pure Live Seed (P.L.S.)

| Botanical Name | Common Name | Pounds Per Acre |
|--------------------------|----------------------|-----------------|
| Bromus Carinatus | California Brome | 5.0 lbs/acre |
| Deschampsia caespitosa | Tufted Hairgrass | 3.8 lbs/acre |
| Deschampsia elongatum | Hairgrass | 2.2 lbs/acre |
| Eschscholzia californica | Calif. Poppy | 2.0 lbs/acre |
| Hordeum c. prostrate | Calif. Barley | 6.0 lbs/acre |
| Melica Imperfecta | Coast Range Melica | 2.0 lbs/acre |
| Lupinus bicolor | Lupines | 3.0 lbs/acre |
| Poa secunda | Bluegrass | 1.3 lbs/acre |
| Stipa Lepida | Foothill Needlegrass | 1.0 lbs/acre |
| Vulpia microstacys | Zorro Fescue | 4.3 lbs/acre |

Total lbs. P.L.S. per acre = 30.6

Quality

Seed shall conform to FS JJJ-S-181. Weed seed shall not exceed 1 percent by weight of the total mixture. Wet, moldy, or otherwise damaged seed shall be rejected.



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

Contractor Company Name: _____

Proj. Cost Account (PCA) _____ Org. Cost Account (OCA) _____ User Code 1 _____

LANDSCAPE MAINTENANCE SERVICE REPORT FOR THE MONTH OF _____

CHANNEL NAME: _____

| SERVICE DESCRIPTION | Item | % Complete | Prior % Complete |
|---|------|-------------|------------------|
| Annual cutting seeded grass/ wildflower slopes (first cutting). <i>This item will be paid upon completion of work.</i> | a | | |
| Cutting seeded grass/ wildflower slopes (second cutting). <i>This item will be paid upon completion of work.</i> | b | | |
| Annual/Monthly trim, care, and replanting of: | | | |
| Ground Cover | c | | |
| Vines -March | d | | |
| Vines-September | e | | |
| All other work(tree & shrubbery trimming and care, weed control) | f | | |
| AS NEEDED ITEMS - ALL OTHER WORK (FILL OUT FOR EACH DAY) | | | |
| Description | Item | HOURS/ UNIT | DATE |
| | | | |
| | | | |
| | | | |
| | | | |
| Irrigation System Repairs (4 hour MIN. for emergency call out) | | | |

Remarks: _____

By signing this document, the contractor and/or his representative confirm that they agree with the number of hours worked or percent of work completed

CONTRACTOR SIGNATURE : _____ DATE: _____

NAME OF DEPARTMENT REPRESENTATIVE : _____

SIGNATURE OF DEP REP : _____ DATE: _____

FILTERRA MAINTENANCE

Simple maintenance of the five Filterra units (attached Location Map) in Marina Del Rey is required to continue effective pollutant removal from Stormwater runoff before discharge into downstream catch basin. This procedure will also extend the longevity of the living biofilter system. The unit will recycle and accumulate pollutants within the biomass, but is also subjected to other materials entering the throat. This includes, but is not limited to, trash, silt, and leaves etc. which will be contained within the void below the top grate and above the mulch layer. Regular replacement of the mulch will help to stop accumulation of such sediment and problems such as too much silt which may inhibit the Filterra's flow rate.

Some units may be subjected to greater sediment or trash loads, requiring more frequent maintenance visits. This is the reason for detailed notes of maintenance actions per unit, helping predict future custom maintenance visits for each individual unit.

MAINTENANCE VISIT SUMMARY

Each maintenance visit consists of the following tasks;

- A. Filterra unit inspection
- B. Foreign debris, silt, mulch, and trash removal
- C. Filter media evaluation and recharge as necessary
- D. Plant health evaluation and pruning or replacement as necessary
- E. Replacement of mulch
- F. Disposal of all maintenance refuse items
- G. Maintenance records updated and stored

MAINTENANCE TOOL LIST

Tools include a camera, gloves, bucket, shovel, broom, pruners, hoe/rake, and tape measure. Most visits require only replacement mulch. Three bags of shredded hardwood mulch are suggested per unit.

MAINTENANCE VISIT DETAIL

- A. Filterra unit inspection

Record individual unit before maintenance with photograph.

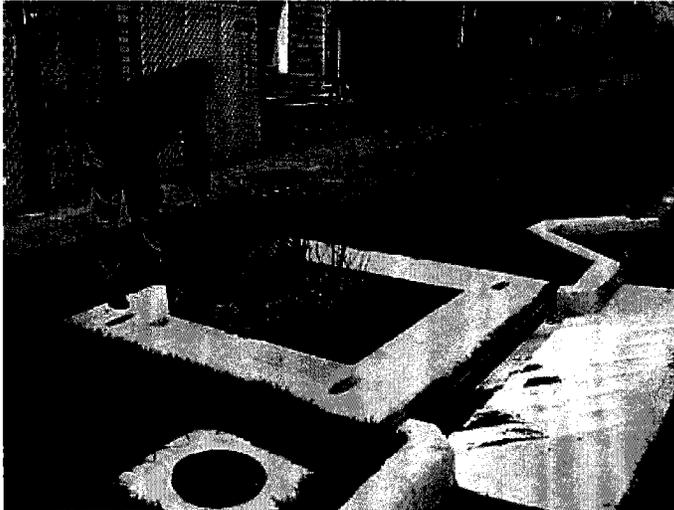
Record on Maintenance Report (see attached Filterra Maintenance Report) the following:

| | |
|-------------------------|-----|
| Standing Water | Y/N |
| Damage to Box Structure | Y/N |
| Damage to Grate | Y/N |
| Is Bypass Clear | Y/N |
| Notes | |

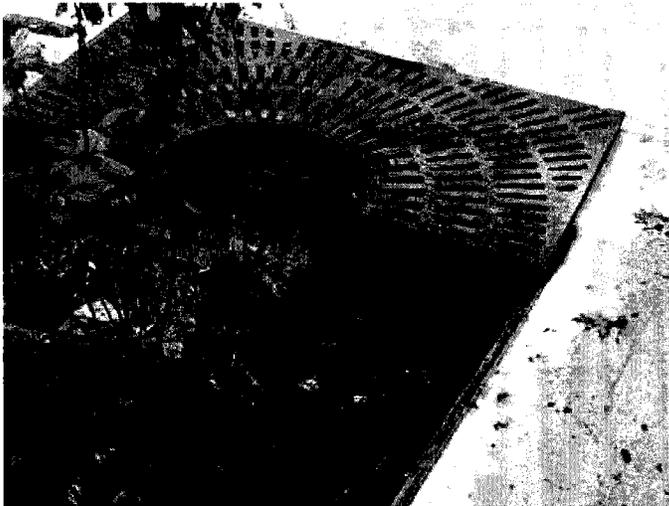
Notes: If yes answered to any of these observations, record with close-up photograph.

B. Foreign debris, silt, mulch and trash removal

Remove metal grates for access into Filterra box.



Remove the mesh that protects the mulch layer, taking care to avoid damage to the mesh and the plant. Dig out silt, if any, mulch, and remove trash and foreign items. Take care when removing and replacing the Energy Dissipating Stones (EDS) located at the units inlet. EDS are intended to be reused and not disposed of.



Record on Maintenance Report the following:

| | |
|-------------------|-----|
| Silt / Clay | Y/N |
| Cups / Bags | Y/N |
| Leaves | Y/N |
| # Buckets Removed | # |
| Notes | |

C. Filter media evaluation and recharge as necessary

After removal of mulch and debris, measure distance from the top of the Filterra engineered media soil to the bottom of the top slab. If this distance is greater than 12 inches, add Filterra media, or department-approved equal media, to recharge to a 9 inch distance.

Record on Maintenance Report the following:

| | |
|--------------------------------|----------|
| Distance to Bottom of Top Slab | (inches) |
| Buckets of Media Added | # |

D. Plant health evaluation and pruning or replacement as necessary

Examine the plant's health and replace as needed.



Record on Maintenance Report the following:

| | |
|-----------------------|------------|
| Height above Grate | (feet) |
| Width at Widest Point | (feet) |
| Health | Alive/Dead |
| Damage to Plant | Y/N |
| Plant Replaced | Y/N |
| Notes | |

E. Replacement of Mulch

Add shredded hardwood mulch across the entire unit to a depth of 3 inches. Replace the protective mesh carefully over the plant. Ensure correct position of EDS located at the Filterra inlet. Replace Filterra grates correctly.



F. Disposal of all maintenance refuse items

Clean area around unit and remove all refuse to be disposed of appropriately.

G. Maintenance records updated and stored

Include a copy of the Filterra Maintenance Report listing all findings including, but not limited to, quantity of waste disposed of, media and mulch replacement, and pictures to the Department's Representative within 48 hours of each unit's inspection.

LOCATION MAP-(Units at intersections of Abbott Kinney and Garfield/Abbott Kinney and Coeur D Alene)



Filtterra Maintenance Report

Date

Time

Location

Initial Observations

Standing Water Y N
(If Yes, report immediately)

Damage to Grate Y N

Damage to box Structure Y N
(If Yes, take close up photo)

Is Bypass Clear Y N

Notes-

Waste

| | | |
|-----------|----------------------------|----------------------------|
| Silt/Clay | <input type="checkbox"/> Y | <input type="checkbox"/> N |
| Cups/Bags | <input type="checkbox"/> Y | <input type="checkbox"/> N |
| Leaves | <input type="checkbox"/> Y | <input type="checkbox"/> N |
| Other | <input type="checkbox"/> Y | <input type="checkbox"/> N |

Quantity Removed
(approx. wt., # of containers, bags)
Notes-

Media

Distance to bottom of Top Slab (In.) Notes-

Quantity of Media Added (apprx. weight)
(# of containers, bags)

Mulch

Netting Replaced Y N

Bags of Mulch Added (# of)

Stones Replaced Y N

Notes-

Plant

Height above Grate (ft., in.)

Damage to Plant Y N
(If Yes, take close up photo)

Stem diameter/caliper (in.)

Plant Replaced Y N

Width at widest point (ft., in.)

Notes-

Health Alive Dead

Other Notes

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS
CASHIER, MEZZANINE FLOOR
900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803



REQUEST FOR PROPOSAL FOR LANDSCAPE MAINTENANCE SERVICES SOUTH AREA (2014-PA030)

Before: Monday, December 8, 2014
Time: Before 5:30 P.M.

Submitted By:



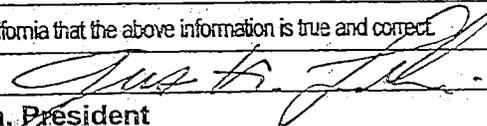
UNITED PACIFIC SERVICES, INC.
120 E. La Habra Blvd., STE 107
La Habra, CA 90631-2310
(562) 691-4600 x225 Office (562) 691-8839 Fax

COPY 1

Table of Contents

| | | | |
|----|--|---|-----------|
| A. | Bid Proposal | Contract Bid Documents (yellow pages) | |
| B. | Introduction | | 1 to 8 |
| | 1.) Cover Letter, pages 2 & 3 | | |
| | 2.) Title Page - Acceptance of Conditions, page 4 | | |
| | 3.) Letter of Transmittal, page 5 | | |
| | 4.) State of California - Certificate of Status, page 6 | | |
| | 5.) Insurance Certificate for County of Los Angeles, page 7 | | |
| | 6.) Certificate of Merit - City of Los Angeles, page 8 | | |
| C. | County of Los Angeles 74-contracts awarded/renewed from 2000 to 2015 (\$17,420,072)..... | | 9 - 12 |
| D. | Hydroseeding - Los Angeles County South Area contract (color pictures) | | 13 - 18 |
| E. | Traffic Control along right-of-way | | 19 - 22 |
| F. | Confined Space Certifications | | 23 - 28 |
| G. | Work Plan / Quality Control Plan | | 29 - 52 |
| | 1.) Cell Phone Communication, page 52 | | |
| H. | Storm Water Pollution Control Plan | | 53 - 70 |
| | 1.) Pollution Prevention Program, page 60 | | |
| | 2.) Stormwater Pollution Control Certifications, pages 65 to 70 | | |
| I. | Assigned Crew - Qualifications, Organizational Chart | | 71 - 74 |
| | 1.) Employee Qualifications / Experience, page 72 | | |
| | 2.) Assigned Crew - Organizational Chart, page 73 | | |
| | 3.) Experienced Crew - Los Angeles County Contracts, page 74 | | |
| J. | Financial Statements From 2010 to 2014 (four years) | | 75 - 118 |
| | 1.) Financial Statement / Stability, page 76 | | |
| | 2.) Line-of-Credit with Citibank in the amount of \$225,000, page 77 | | |
| | 3.) Letter of Credit - Alliant Bonding Company up to \$2,000,000, page 78 | | |
| K. | Fifty-Letters of Recommendation from 1977 to 2008, (\$75,000,000) | | 119 - 132 |
| L. | Government References, City & County (\$24,134,000) | | 133 - 136 |
| M. | Licenses | | 137 - 144 |
| | 1.) State Contractors License, page 138 | | |
| | 2.) State of Californian, Pest Control Business License, page 140 | | |
| | 3.) Agricultural Pest Control Registration Number, page 139 | | |
| | 4.) QAL - Qualified Application License, Pest Control Advisor License, page 142 | | |
| | 5.) Agricultural Pest Control Advisor License, page 143 | | |
| N. | Government Endorsement Signatures / Recommendations | | 145 - 150 |
| | 1.) Nine (9) Government Endorsement Signatures - 2012, page 146 | | |
| | 2.) Six (6) Endorsement Signatures - Evaluation Report - 2004, page 147 | | |
| | 3.) Fourteen (14) City Endorsement Signatures, page 148 | | |
| | 4.) 1984 Summer XXIII Olympic Games Certificate of Merit, page 149 | | |
| | 5.) List of Fifty (50) letters of recommendation, page 150 | | |
| O. | I.S.A. Certified Crew | | 151 - 174 |
| | 1.) List of Key Personnel, page 152 | 3.) Registered Consulting Arborist, page 168 | |
| | 2.) I.S.A. Certified Workers - Certificates, pages 162 to 164 | 4.) Arborist Certifications, pages 169 to 173 | |
| P. | Certified Utility Line Clearance Arborist | | 175 - 186 |
| | 1.) Electrical Hazard Awareness Certification | 2.) Emergency Response / Aerial Rescue Certifications | |
| Q. | Government Contracts Completed / Color pictures | | 187 - 198 |
| | 1.) Seven (7) Letters of Recommendation from various Governmental Agencies, pages 188 to 193 | | |
| R. | United Pacific Services - Office / Equipment Yard | | 199 - 206 |
| S. | Safety Program - Certificates of Safety Management | | 207 - 226 |
| | 1.) First Aid / CPR Certifications | | |
| T. | UPS - Safety Employee Manual | | 227 - 240 |
| | 1.) Statement of Illness & Injury Prevention Program Policy, page 240 | | |
| U. | Equipment / Color Pictures / Air Resource Board Certifications / CHP Bit Software..... | | 241 - 252 |
| | 1.) Aerial Certifications - Annual Inspection & DC Dielectric Tests | | |
| V. | Cal-Osha Certifications / Training Program | | 253 - 264 |
| W. | Safety Orientation Class / Certification | | 265 - 274 |
| X. | Department of Homeland Security Program E-Verify - I.D. Number 396401 | | 275 - 278 |
| Y. | Additional Information | | 279 - 285 |

VERIFICATION OF PROPOSAL

| | | | |
|---|--|---|--------------------------------|
| DATE: 12/05, 2014 | | THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS: | |
| 1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final. | | | |
| 2. Name of Service: LANDSCAPE MAINTENANCE SERVICES SOUTH AREA (2014-PA030) | | | |
| DECLARANT INFORMATION | | | |
| 3. Name Of declarant: Gus K. Franklin | | | |
| 4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s). | | | |
| 5. My Title, Capacity, Or Relationship to the Proposer(s) is: President of United Pacific Services, Inc. | | | |
| PROPOSER INFORMATION | | | |
| 6. Proposer's full legal name: UNITED PACIFIC SERVICES, INC. | | Telephone No.: (562) 691-4600 x225 | |
| Physical Address (NO P.O. BOX): 120 E. La Habra BL., STE 107, La Habra, CA 90631 | | Mobile No.: (562) 254-0749 | |
| e-mail: GUS@UNITEDPAC.COM | | Fax No.: (562) 691-8839 | |
| County WebVen No.: 52887901 | IRS No.: 33-0841901 | Business License No.: 21799 | |
| 7. Proposer's fictitious business name(s) or dba(s) (if any): N/A | | | |
| County(s) of Registration: N/A | | State: N/A | Year(s) became DBA: N/A |
| 8. The Proposer's form of business entity is (CHECK ONLY ONE): | | | |
| <input type="checkbox"/> Sole proprietor | Name of Proprietor: | | |
| <input checked="" type="checkbox"/> A corporation: | Corporation's principal place of business: 5529 Leeds Street, South Gate, CA 90280-7421 | | |
| | State of incorporation: California | Year incorporated: JAN/1999 | |
| <input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts | President/CEO: Gus K. Franklin | | |
| | Secretary: Susan K. Franklin | | |
| <input type="checkbox"/> A general partnership: | Names of partners: | | |
| <input type="checkbox"/> A limited partnership: | Name of general partner: | | |
| <input type="checkbox"/> A joint venture of: | Names of joint venturers: | | |
| <input type="checkbox"/> A limited liability company: | Name of managing member: | | |
| 9. The only persons or firms interested in this proposal as principals are the following: | | | |
| Name(s): Gus K. Franklin | Title: President | Phone: (562) 691-4600 x225 | Fax: (562) 691-8839 |
| Street: 1740 North Hills Drive | City: La Habra | State: California | Zip: 90631 |
| Name(s): Susan K. Franklin | Title: Secretary/Treasurer | Phone: (562) 691-4600 x224 | Fax: (562) 691-8839 |
| Street: 1740 North Hills Drive | City: La Habra | State: California | Zip: 90631 |
| 10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____ | | | |
| 11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____ | | | |
| 12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____ | | | |
| 13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final. | | | |
| 14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief. | | | |
| I declare under penalty of perjury under the laws of California that the above information is true and correct. | | | |
| Signature of Proposer or Authorized Agent:  | | | Date: 12/05/2014 |
| Type name and title: Gus K. Franklin, President | | | |

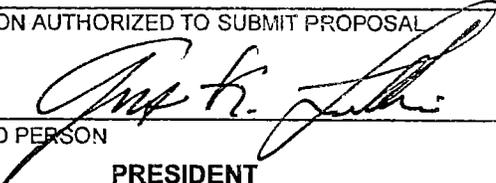
**SCHEDULE OF PRICES
FOR
LANDSCAPE MAINTENANCE SERVICES SOUTH AREA (2014-PA030)**

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer's rate(s) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit price quoted, if any, will apply to the actual quantities, whatever they may be.

NOTE:

Public Works will reimburse all dumping fees. Public Works will not pay for labor and transportation of debris to the dump site.

| ITEM | TASK | Quantity | Annual Frequency | Unit | Price Per Unit | Annual Price (Quantity*Annual Frequency*Price Per Unit) |
|--|---|--------------|------------------|-------------|------------------|--|
| 1 | Annual Cutting of Grass and Wildflower Slopes | | | | | |
| | Los Angeles River | 89 | 1 | Acre | 100.00 | 8,900.00 |
| | Compton Creek | 8.5 | 1 | Acre | 100.00 | 850.00 |
| | Rio Hondo Channel | 48 | 1 | Acre | 100.00 | 4,800.00 |
| | Total for Annual Cutting | 145.5 | 1 | Acre | \$ 100.00 | \$ 14,550.00 |
| 2 | Trim, Care, and Replant of Ground Cover | | | | | |
| | Los Angeles River | 89 | 2 | Acre | 15.00 | 2,670.00 |
| | Compton Creek | 2 | 2 | Acre | 15.00 | 60.00 |
| | Rio Hondo Channel | 48 | 2 | Acre | 15.00 | 1,440.00 |
| | Total for Ground Cover | 139 | 2 | Acre | \$ 15.00 | \$ 4,170.00 |
| 3 | Trim, Care, and Replant of Vines on Parapet Walls | | | | | |
| | Los Angeles River | 3.8 | 2 | Mile | 200.00 | 1,520.00 |
| | Compton Creek | 0.3 | 2 | Mile | 200.00 | 120.00 |
| | Rio Hondo Channel | 3.7 | 2 | Mile | 200.00 | 1,480.00 |
| | Total for Vines | 7.8 | 2 | Mile | \$ 200.00 | \$ 3,120.00 |
| 4 | All other works such as tree and shrubbery trimming and care, weed control, litter control, and irrigation management. | | | | | |
| | Los Angeles River | 47 | 12 | Acre | 409.00 | 230,676.00 |
| | Compton Creek | 8.5 | 12 | Acre | 409.00 | 41,718.00 |
| | Rio Hondo Channel | 35 | 12 | Acre | 409.00 | 171,780.00 |
| | Total for All Other Work | 90.5 | 12 | Acre | \$ 409.00 | \$ 444,174.00 |
| 5 | All other works such as ground cover, tree, and shrubbery trimming and care, weed control, litter control, and irrigation management. | | | | | |
| | Dominguez Channel Green Way Project | 2.69 | 12 | Acre | \$ 750.00 | \$ 24,210.00 |
| 6 | Filterra units | 5 | 12 | Unit | \$ 100.00 | \$ 6,000.00 |
| Total Annual Price Proposed for Item 1 to 6 | | | | | | \$ 496,224.00 |

| ITEM | As-Needed Items. Only to be performed with Public Works' approval | Unit | Price Per Unit | Estimated Hours if Applicable | Total Cost (Price Per Unit x Estimated Hours) |
|---|---|-----------------------|--------------------------|-------------------------------|---|
| 7.a | Manual operation of irrigation system past the required 30-day period. | Hourly | \$ 40.00 | 100 | 4,000.00 |
| 7.b | Irrigation system repairs (4-hour minimum for emergency call out) | Hourly | \$ 55.00 | 500 | 27,500.00 |
| 7.c | Flat rate for emergency call back to shut off water/turn off irrigation system. | Each | \$ 150.00 | N/A | 150.00 |
| 7.d | Rehydroseeding of grass and wildflower slopes (using seed mix per original landscaping plans) (500 SF minimum per Callout) | Hourly | \$ 65.00 | 250 | 16,250.00 |
| 7.e | 4000 Gallon Water Truck with Operator | Hourly | \$ 75.00 | 100 | 7,500.00 |
| 7.f | Hydroseeding of grass and wildflower slopes (using seed mix per original landscaping plans) (500 SF minimum per Callout) | Hourly | \$ 85.00 | 500 | 42,500.00 |
| Total Annual Proposed Price for Item 7.a to 7.f | | | | | \$ 97,900.00 |
| Total Annual Proposed Price for Item 1 to 7 | | | | | \$ 594,124.00 |
| LEGAL NAME OF PROPOSER | | | | | |
| UNITED PACIFIC SERVICES, INC. | | | | | |
| SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL | | | | | |
|  | | | | | |
| TITLE OF AUTHORIZED PERSON | | | | | |
| PRESIDENT | | | | | |
| DATE | STATE CONTRACTOR'S LICENSE NUMBER | | LICENSE TYPE | | |
| 12/05/2014 | 790590 | | C27 & C61/D49 | | |
| PROPOSER'S ADDRESS | | | | | |
| 120 E. La Habra Blvd., STE 107, La Habra, CA 90631-2310 | | | | | |
| TELEPHONE NUMBER | | FAX | | E-MAIL | |
| (562) 691-4600 x225 | | (562) 691-8839 | | GUS@UNITEDPAC.COM | |

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

| | | | |
|------------------------------|--|--------|-------------------------|
| Company Name: | UNITED PACIFIC SERVICES, INC. | | |
| Company Address: | 120 E. La Habra Blvd., STE 107 | | |
| City: | La Habra | State: | CA Zip Code: 90631-2310 |
| Telephone Number: | (562) 691-4600 x225 | | |
| (Type of Goods or Services): | Landscape Maintenance Services South Area (2014-PA030) | | |

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost, and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost, and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

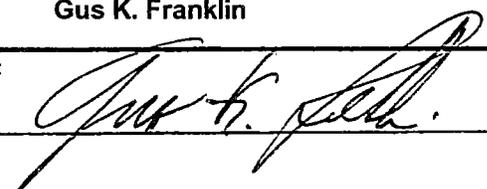
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|---|----------------------------|
| Print Name: Gus K. Franklin | Title: President |
| Signature:  | Date: 12/05/2014 |

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: LANDSCAPE MAINTENANCE SERVICES SOUTH AREA (2014-PA030)
 SERVICE BY PROPOSER UNITED PACIFIC SERVICES, INC.
 PROPOSAL DATE: 12/08/2014

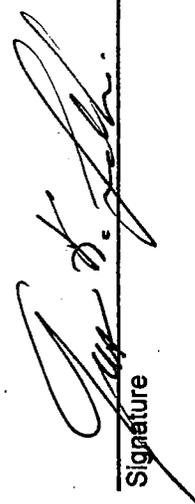
This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

| | 2009 | 2010 | 2011 | 2012 | 2013 | Total | Current Year to Date |
|---|-------|-------|-------|-------|-------|--------|----------------------|
| 1. Number of contracts. | 20 | 20 | 21 | 27 | 26 | 114 | 23 |
| 2. Total dollar amount of Contracts (in thousands of dollars). | 4,182 | 3,855 | 4,175 | 4,230 | 4,277 | 20,719 | 4,224 |
| 3. Number of fatalities. | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| 4. Number of lost workday cases. | -0- | 3 | 1 | 1 | -0- | 5 | 1 |
| 5. Number of lost workday cases involving permanent transfer to another job or termination of employment. | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| 6. Number of lost workdays. | -0- | 130 | 120 | 95 | -0- | 345 | 8 |

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

United Pacific Services, Inc., Gus K. Franklin
 Name of Proposer or Authorized Agent (print)


 Signature

12/05/2014
 Date

CONFLICT OF INTEREST CERTIFICATION

I, _____

- sole owner
 general partner
 managing member
 President, Secretary, or other proper title) President

of UNITED PACIFIC SERVICES, INC.
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

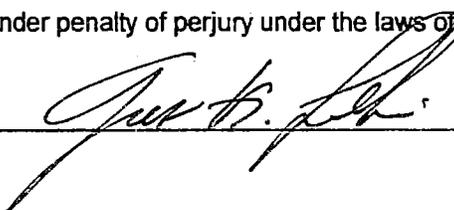
Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the County or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code, Section 2.180.010, as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed _____


Date 12/05/2014

PROPOSER'S REFERENCE LIST

PROPOSER NAME: UNITED PACIFIC SERVICES, INC.

PROPOSED CONTRACT FOR: LANDSCAPE MAINTENANCE SERVICES SOUTH AREA (2014-PA030)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

| | |
|---|---------------------------------|
| SERVICE: Landscape / Trees | SERVICE DATES: 2005-2014 |
| DEPT/ DISTRICT: Flood Maintenance - South Area | |
| CONTACT: Del Ortega, Principal Civil Engineering | |
| TELEPHONE: (562) 861-0316 | Technician |
| FAX: (562) 861-3957 | |
| E-MAIL: DOrtega@dpw.lacounty.gov | |

| | |
|---|---------------------------------|
| SERVICE: Landscape / Trees | SERVICE DATES: 2005-2014 |
| DEPT/DISTRICT: Sewer Maintenance - Malibu | |
| CONTACT: Jeff Bouse, Senior Civil Engineer | |
| TELEPHONE: (626) 300-3373 | |
| FAX: (626) 300-3365 | |
| E-MAIL: JBOUSE@dpw.lacounty.org | |

| | |
|--|---------------------------------|
| SERVICE: Landscape / Trees | SERVICE DATES: 2009-2014 |
| DEPT/ DISTRICT: Flood Maintenance - East Area | |
| CONTACT: Maria Diaz-Castillo | |
| TELEPHONE: (626) 445-7630 | |
| FAX: (626) 446-2624 | |
| E-MAIL: MDIAZ@dpw.lacounty.gov | |

| | |
|---|---------------------------------|
| SERVICE: Tree Maintenance | SERVICE DATES: 2011-2012 |
| DEPT/DISTRICT: Job Order Contract (JOC) 1003 Road Maintenance Division | |
| CONTACT: Nathan Birdwell | |
| TELEPHONE: (626) 695-8191 | |
| FAX: (661) 947-0754 | |
| E-MAIL: NBIRDWEL@dpw.lacounty.gov | |

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

| | |
|--|---------------------------------|
| SERVICE: Landscape / Tree | SERVICE DATES: 2006-2014 |
| AGENCY/ FIRM: Riverside County | |
| ADDRESS: 4080 Lemon St., 8th Floor Riverside, CA 92501-3609 | |
| CONTACT: Mark Hughes | |
| TELEPHONE: (951) 830-6860 | |
| FAX: (951) 955-0049 | |
| E-MAIL: MARHUGHE@RTLMA.ORG | |

| | |
|---|---------------------------------|
| SERVICE: Landscape / Tree | SERVICE DATES: 2008-2014 |
| AGENCY/ FIRM: City of Simi Valley | |
| ADDRESS: 500 West Los Angeles Ave. Simi Valley, CA 93063 | |
| CONTACT: Jerry Clark | |
| TELEPHONE: (805) 583-6437 | |
| FAX: (805) 583-6097 | |
| E-MAIL: JClark@simivalley.org | |

| | |
|---|---------------------------------|
| SERVICE: Landscape / Tree | SERVICE DATES: 2009-2014 |
| AGENCY/ FIRM: City of Rancho Cucamonga | |
| ADDRESS: 8794 Lion Street Rancho Cucamonga, CA 91730 | |
| CONTACT: David Peterman | |
| TELEPHONE: (909) 477-2730 Ext. 4115 | |
| FAX: (909) 477-2732 | |
| E-MAIL: DAVE.PETERMAN@cityofrc.us | |

| | |
|---|---------------------------------|
| SERVICE: Landscape / Tree | SERVICE DATES: 2009-2014 |
| AGENCY/ FIRM: City of Fountain Valley | |
| ADDRESS: 17300 Mount Herrmann St Fountain Valley, CA 92708 | |
| CONTACT: Dale Schuck | |
| TELEPHONE: (714) 593-4605 | |
| FAX: (714) 556-7341 | |
| E-MAIL: DALE.SCHUCK@fountainvalley.org | |

PROPOSER'S REFERENCE LIST

PROPOSER NAME: UNITED PACIFIC SERVICES, INC.

PROPOSED CONTRACT FOR: LANDSCAPE MAINTENANCE SERVICES SOUTH AREA (2014-PA030)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

| | |
|---|---------------------------------|
| SERVICE: Landscape | SERVICE DATES: 2009-2014 |
| DEPT/DISTRICT: Flood Maintenance - Dominguez Gap | |
| CONTACT: Del Ortega, Principal Civil Engineering | |
| TELEPHONE: (562) 861-0316 | Technician |
| FAX: (562) 861-3957 | |
| E-MAIL: DOrtega@dpw.lacounty.gov | |

| | |
|----------------|----------------|
| SERVICE: | SERVICE DATES: |
| DEPT/DISTRICT: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

| | |
|--|---------------------------------|
| SERVICE: Landscape | SERVICE DATES: 2008-2014 |
| DEPT/DISTRICT: Montellano Slope Road Maintenance Division | |
| CONTACT: Pedro Pan | |
| TELEPHONE: (626) 337-1277 | |
| FAX: (626) 962-3982 | |
| E-MAIL: PPAN@dpw.lacounty.gov | |

| | |
|----------------|----------------|
| SERVICE: | SERVICE DATES: |
| DEPT/DISTRICT: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

| | |
|---|----------------------------|
| SERVICE: Tree Services | SERVICE DATES: 2014 |
| AGENCY/ FIRM: CITY OF LOS ANGELES | |
| ADDRESS: 1149 S. Broadway, Suite 400 Los Angeles, CA 90015 | |
| CONTACT: Nino Ilano | |
| TELEPHONE: (213) 847-3077 | |
| FAX: (213) 847-3033 | |
| E-MAIL: nino.ilano@lacity.org | |

| | |
|---------------|----------------|
| SERVICE: | SERVICE DATES: |
| AGENCY/ FIRM: | |
| ADDRESS: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

| | |
|---------------|----------------|
| SERVICE: | SERVICE DATES: |
| AGENCY/ FIRM: | |
| ADDRESS: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

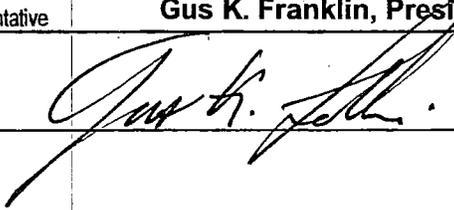
| | |
|---------------|----------------|
| SERVICE: | SERVICE DATES: |
| AGENCY/ FIRM: | |
| ADDRESS: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

| | |
|---|--|
| Proposer's Name | UNITED PACIFIC SERVICES, INC. |
| Address | 120 E. La Habra Blvd., STE 107, LA HABRA, CA 90631-2310 |
| Internal Revenue Service Employer Identification Number | 33-0841901 |

In accordance with Los Angeles County Code, Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

| | | |
|----|---|--|
| 1. | The proposer has a written policy statement prohibiting any discrimination in all phases of employment. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 2. | The proposer periodically conducts a self- analysis or utilization analysis of its work force. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 3. | The proposer has a system for determining if its employment practices are discriminatory against protected groups. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 4. | Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |

| | | |
|---------------------------|---|------------------------|
| Proposer | UNITED PACIFIC SERVICES, INC. | |
| Authorized representative | Gus K. Franklin, President | |
| Signature |  | Date 12/05/2014 |

**County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: UNITED PACIFIC SERVICES, INC.

My County (WebVen) Vendor Number: 52887901

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.

Attached is a copy of Local SBE certification issued by the County.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

| Business Structure: | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Nonprofit | <input type="checkbox"/> Franchise | |
|---|--|--------------------------------------|---|------------------------------------|------------------------------------|--------|
| <input type="checkbox"/> Other (Please Specify): | | | | | | |
| Total Number of Employees (including owners): 52 | | | | | | |
| Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories: | | | | | | |
| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | | 3 | |
| Hispanic/Latino | | | 6 | | 37 | |
| Asian or Pacific Islander | | | | | | |
| American Indian | | | | | | |
| Filipino | | | | | | |
| White | 1 | 1 | 2 | | | 2 |

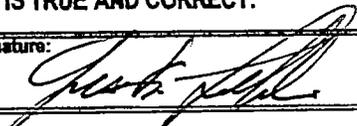
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

| | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|-------|------------------------|------------------|---------------------------|-----------------|----------|-------|
| Men | % | % | % | % | % | 50 % |
| Women | % | % | % | % | % | 50 % |

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | Expiration Date |
|-------------|----------|-------|---------------|------------------|-----------------|
| | | | | | |

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

| | | |
|---|------------------|------------------|
| Authorized Signature:  | Title: PRESIDENT | Date: 12/05/2014 |
|---|------------------|------------------|

GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

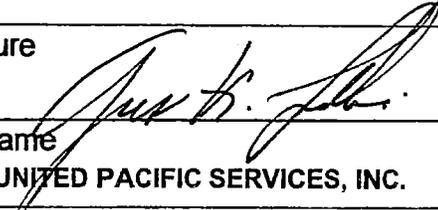
YES (subject to verification by County) NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES NO N/A (Program not available)

| | |
|--|--------------------|
| Signature  | Title President |
| Firm Name UNITED PACIFIC SERVICES, INC. | Date 12/05/2014 |

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name
 UNITED PACIFIC SERVICES, INC.

Address
 120 E. La Habra Blvd., STE 107, La Habra, CA 90631-2310

Internal Revenue Service Employer Identification Number
 33-0841901

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

| CERTIFICATION | YES | NO |
|---|-------|-----|
| Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. | (X) | () |

| OR | YES | NO |
|--|-----|-----|
| Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. | () | () |

| | |
|---|-----------------------------|
|  _____ Signature | 12/05/2014 _____ Date |
|---|-----------------------------|

Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

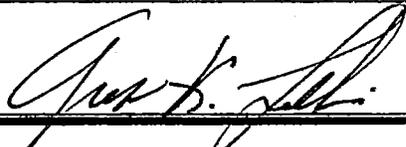
| | | |
|---|-----------|----------------------|
| COMPANY NAME: UNITED PACIFIC SERVICES, INC. | | |
| COMPANY ADDRESS: 120 E. La Habra Blvd., STE 107 | | |
| CITY: La Habra | STATE: CA | ZIP CODE: 90631-2310 |

I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants, and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

| | |
|---|---------------------|
| PRINT NAME: Gus K. Franklin | TITLE: President |
| SIGNATURE:  | DATE: 12/05/2014 |

REVIEWED BY COUNTY:

| SIGNATURE OF REVIEWER | APPROVED | DISAPPROVED | DATE |
|-----------------------|----------|-------------|------|
| | | | |

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: UNITED PACIFIC SERVICES, INC.

Proposer has not had any contracts terminated in the past three years.

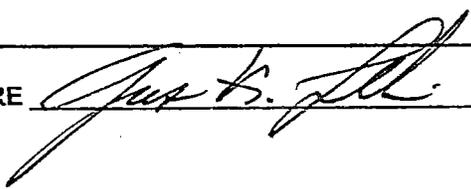
Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

| | |
|--------------------------|-------------------|
| SERVICE: | TERMINATING DATE: |
| NAME OF TERMINATING FIRM | |
| ADDRESS OF FIRM | |
| CONTACT PERSON: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

| | |
|--------------------------|-------------------|
| SERVICE: | TERMINATING DATE: |
| NAME OF TERMINATING FIRM | |
| ADDRESS OF FIRM | |
| CONTACT PERSON: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

| | |
|--------------------------|-------------------|
| SERVICE: | TERMINATING DATE: |
| NAME OF TERMINATING FIRM | |
| ADDRESS OF FIRM | |
| CONTACT PERSON: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

| | |
|--------------------------|-------------------|
| SERVICE: | TERMINATING DATE: |
| NAME OF TERMINATING FIRM | |
| ADDRESS OF FIRM | |
| CONTACT PERSON: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

SIGNATURE 

DATE: 12/05/2014

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: UNITED PACIFIC SERVICES, INC.

Proposer and/or principals are not currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. Pending Litigation Threatened Litigation Judgment (check one)

- 1. Against Proposer; Principal; Both (check as appropriate)
2. Name of Litigation/Judgment:
3. Case Number:
4. Court of Jurisdiction:
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Blank lines for providing details for item A.

B. Pending Litigation Threatened Litigation Judgment (check one)

- 1. Against Proposer; Principal; Both (check as appropriate)
2. Name of Litigation/Judgment:
3. Case Number:
4. Court of Jurisdiction:
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Blank lines for providing details for item B.

Signature of Proposer: [Handwritten Signature] Date: 12/05/2014

LANDSCAPE MAINTENANCE SERVICES SOUTH AREA (2014-PA030)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

UNITED PACIFIC SERVICES, INC.

Proposer's Name

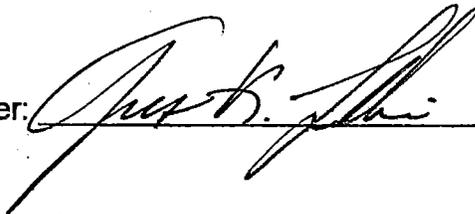
120 E. La Habra Blvd., STE 107, La Habra, CA 90631-2310

Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

- If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer:



Date: 12/05/2014

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206; **AND**

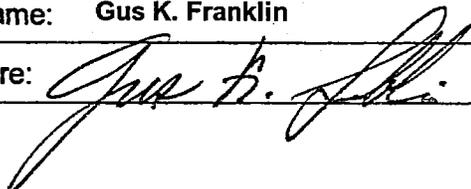
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|--|------------------|
| Print Name: Gus K. Franklin | Title: President |
| Signature:  | Date: 12/05/2014 |

REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran-Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

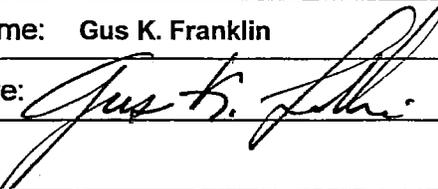
Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed 8 percent in response to any County solicitation.

Information about the State's DVBE certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations may be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov>.

- I AM NOT** a DVBE certified by the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a DVBE with the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

| | |
|---|----------------------------|
| Name of Firm: UNITED PACIFIC SERVICES, INC. | County Webven No. 52887901 |
| Print Authorized Name: Gus K. Franklin | Title: President |
| Authorized Signature:  | Date: 12/05/2014 |

| SIGNATURE OF REVIEWER | APPROVED | DISAPPROVED | DATE |
|-----------------------|----------|-------------|------|
| | | | |

FORM PW-19

**LANDSCAPE MAINTENANCE SERVICES SOUTH AREA (2014-PA030)
PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP**

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFP, any inconsistencies or inaccuracy in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification or other actions at the sole discretion of the County.

At the time of proposal submission, Proposer must meet the following minimum requirements:

1. Proposer or its managing employee must have five years of experience providing landscaping services.
 - Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

| Proposer's Name | Dates of Experience (Mth/Yrs to Mth/Yrs) | Description of Services/Experience | Page Number* |
|-------------------------------|---|--|--------------------------|
| UNITED PACIFIC SERVICES, INC. | June / 2000 | Completed 69 County of Los Angeles contracts for \$16,369,072 (Awarded & Renewed). | 2, 3, 10, 11 146, 147 |
| | December / 2014 | Currently under contract with Five L.A. County Contracts until 2015. For Approx. \$1,000,000/YR. | 148, 150 |

*List the page number in the proposal containing the proposer's experience.

- No. Proposer does not meet the experience requirement stated above. **By checking this box, the proposal will be immediately disqualified as nonresponsive.**

Note: Proposer has to complete Section 1.2 of this form if the Minimum Mandatory Requirements, No. 1, of this RFP is being met by its managing employee.

- 1.2. Proposer's Managing Employee must have five years of experience providing landscaping services.

| Proposer's Managing Employee's Name | Dates of Experience (Mth/Yrs to Mth/Yrs) | Description of Services/Experience | Page Number* |
|-------------------------------------|--|---|-------------------|
| Leo Ramirez | October 2002 | Supervisor / Manager of Various County of Los Angeles Contracts, since 10/15/02 to present Totaling over \$17,000,000. | 10, 11, 32 |
| | December 2014 | | 72, 73, 74 152 |

*List the page number in the proposal containing the proposer's managing employee's experience.

No. Proposer's managing employee does not meet the experience requirement stated above. **By checking this box, the proposal will be immediately disqualified as nonresponsive.**

2. Proposer's on-site supervising employee must have at least two years of experience supervising landscaping services.

Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

| Proposer's on-site supervising employee name | Dates of Experience (Mth/Yrs to Mth/Yrs) | Description of Services/Experience | Page Number* |
|--|--|---|--------------|
| Oscar De Leon | June 1987 | Supervisor / Contract Monitor for the City of Long Beach for Parks Department for 27 years. (Grounds, Maintenance Manager) | 3, 74, 152 |
| | November 2014 | | |

*List the page number in the proposal containing the proposer's on-site supervising employee's resume/experience.

No. Proposer's on-site supervising employee(s) does not meet the experience requirement stated above. **By checking this box, the proposal will be immediately disqualified as nonresponsive.**

3. Proposer must submit a copy of a valid and active State Contractor's Class C-27 (Landscaping Contractor) license.

Yes. Please complete the chart below.

| Type of License | License No. | Name of License Holder | Valid/Active Dates |
|-----------------|-------------|-------------------------------|---------------------|
| C27 & C61 D49 | 790590 | United Pacific Services, Inc. | 01/29/01 - 01/31/15 |

No. Proposer does not have the license as stated above. **By checking this box, the proposal will be immediately disqualified as nonresponsive.**

4. Proposer must submit a copy of a valid and active State of California Department of Pesticide Regulation Pest Control Business license.

Yes. Please complete the chart below.

| Type of License | License No. | Name of License Holder | Valid/Active Dates | Subcontractor Yes/No |
|------------------------------------|-------------|-------------------------------|---------------------|----------------------|
| Pest Control Business Main License | 32512 | United Pacific Services, Inc. | 01/01/14 - 12/31/15 | NO |

No. Proposer does not have the license as stated above. **By checking this box, the proposal will be immediately disqualified as nonresponsive.**

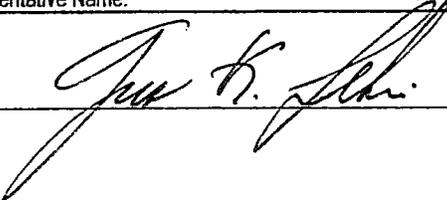
5. Proposer's employee assigned to this project must submit a copy of a valid and active State of California Agricultural Pest Control Qualified Applicator license.

Yes. Please complete the chart below.

| Type of License | License No. | Name of License Holder | Valid/Active Dates | Subcontractor Yes/No |
|------------------------------|-------------|------------------------|--|----------------------|
| Qualified Applicator License | 101277 | Eric L. Franklin | 01/01/13 - 12/31/14 01/01/15 - 12/31/16 | NO |

No. Proposer's employee assigned to this project does not have the license as stated above. **By checking this box, the proposal will be immediately disqualified as nonresponsive.**

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

| | |
|--|------------------|
| Proposer's Name: UNITED PACIFIC SERVICES, INC. | |
| Authorized representative Name: Gus K. Franklin, President | |
| Signature:  | Date: 12/05/2014 |

**STATEMENT OF EQUIPMENT FORM
FOR
LANDSCAPE MAINTENANCE SERVICES SOUTH AREA (2014-PA030)**

PROPOSER'S NAME: UNITED PACIFIC SERVICES, INC.
 ADDRESS: 5529 Leeds Street, South Gate, CA 90280
 TELEPHONE: (562) 691-4600

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

| TYPE OF EQUIPMENT | MAKE OF EQUIPMENT | MODEL | YEAR | SERIAL NUMBER | CONDITION OF EQUIPMENT | OPERATIONAL/ NONOPERATIONAL | LOCATION | DESIGNATION | |
|--------------------------|-------------------|-------------|------|-------------------|------------------------|-----------------------------|-----------------|-------------|----------------|
| | | | | | | | | Check one | PRIMARY BACKUP |
| | | | | | | | | DEDICATED | |
| 1/2 Ton P/U Crew Cab | FORD | F150 | 2010 | 1FTFW1CV1AFB88015 | Excellent | Operational | South Gate Yard | | X |
| 3/4 Ton P/U Ex Cab | GMC | 2500 HD | 2004 | 1GTHC29U24E387977 | Excellent | Operational | South Gate Yard | X | |
| 3/4 Ton 4x4 Truck w/Tank | GMC | 2500 HD 4x4 | 2003 | 1GTHK24V83E302116 | Excellent | Operational | South Gate Yard | X | |
| Dump Truck | International | Translar | 2008 | 1HSHXSBR68J642290 | Excellent | Operational | South Gate Yard | | X |
| Dump Truck Crew-Cab | GMC | W4500 | 2003 | J8DC4514237001590 | Excellent | Operational | South Gate Yard | X | |
| Dump Truck | GMC | W4500 | 2002 | 4KDC4B1R22J802195 | Excellent | Operational | South Gate Yard | X | |
| Tractor Loader | JCB | 531-70 | 2014 | 2181079 | Excellent | Operational | South Gate Yard | | X |
| Tractor Loader | JCB | 527-55 | 2009 | 91418407 | Excellent | Operational | South Gate Yard | X | |
| Brush Chipper w/Winch | Vermeer | BC1800XL | 2013 | 1VRY131Z3D1004171 | Excellent | Operational | South Gate Yard | | X |
| 95' Aerial Bucket Truck | GMC | C8500 | 2002 | 1GDTT74C72J504839 | Excellent | Operational | South Gate Yard | | X |
| 65' Aerial Bucket Truck | Sterling | Acterra | 2001 | 2FZAAKBVX1AH56999 | Excellent | Operational | South Gate Yard | | X |
| 3/4 Ton Utility Truck | GMC | 2500 HD | 2004 | 1GDHC29034E240479 | Excellent | Operational | South Gate Yard | X | |
| Dump Truck | GMC | C7500 | 2004 | 1GDJ7C1C14F501634 | Excellent | Operational | South Gate Yard | X | |
| Dump Truck | Chevrolet | C6500 | 2005 | 1GBJ6C1C55F508356 | Excellent | Operational | South Gate Yard | | X |
| 3/4 Ton Pesticide Truck | GMC | 2500 HD | 2004 | 1GCHC24U04E306417 | Excellent | Operational | South Gate Yard | | X |
| Hydroseeder Truck | (Upon Award) | 1100 Gallon | NEW | NEW (Upon Award) | NEW | Operational | South Gate Yard | X | |
| 4000 Gallon Water Truck | (Upon Award) | 4000 Gallon | NEW | NEW (Upon Award) | NEW | Operational | South Gate Yard | X | |

LOS ANGELES COUNTY CODE

Title 2 ADMINISTRATION

Chapter 2.201 Living Wage Program

2.201.010 Findings.

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services; thereby, placing an additional burden on the County of Los Angeles. (Ord. 2007-0011 § 1, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.20 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12-month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full-time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.

- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 §2, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.30 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the County Department of Health Services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other provisions.

- A. Full-Time Employees. An employer shall assign and use full-time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the

implementation and on-going administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.60 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the County Chief Executive Officer, or to the County Auditor/Controller, or to the County department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.70 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the County prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the County entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other County requirement for employees of a contractor.

- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.80 Enforcement and Remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the Courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The County department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Executive Officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the Board of Supervisors the termination of the contract; and/or
 3. Recommend to the Board of Supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 2. Has 20 or fewer employees during the contract period, including full-time and part-time employees; and
 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full-time and part-time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ordinance No. 99-0055 ' 1, 1999: Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.100 Severability. If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 ' 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

| | | | |
|-------------------------|-------------------|---------------------------|--|
| Company Name: | | | |
| Company Address: | | | |
| City: | State: | Zip Code: | |
| Telephone Number: | Facsimile Number: | E-mail Address: | |
| Awarding Department: | | Contract Term: | |
| Type of Service: | | | |
| Contract Dollar Amount: | | Contract Number (if any): | |

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-1194 :

- My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (you must attach the IRS Determination Letter).
- My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full and part-time employees AND
 - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount OR
 - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); AND
 - the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
 - the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

| | |
|-------------|--------|
| PRINT NAME: | TITLE: |
| SIGNATURE: | DATE: |

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

- Monthly
 Quarterly
 Bi-Annual

- Annually
 Other (Specify): _____

- Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

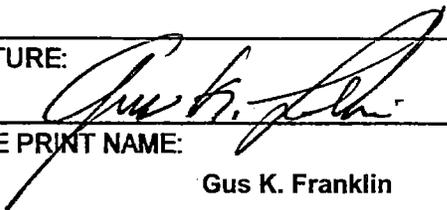
- I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: _____ (Specify)

| | |
|--|------------------------------|
| PLEASE PRINT COMPANY NAME: UNITED PACIFIC SERVICES, INC. | |
| I declare under penalty of perjury under the laws of the State of California that the above information is true and correct: | |
| SIGNATURE:  | DATE: 12/05/2014 |
| PLEASE PRINT NAME: Gus K. Franklin | TITLE OR POSITION: President |

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

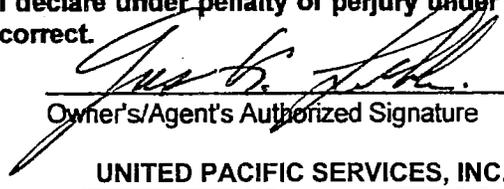
History of Determinations of Labor Law/Payroll Violations (Check One):

- There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.



Owner's/Agent's Authorized Signature

UNITED PACIFIC SERVICES, INC.

Print Name of Firm

Gus K. Franklin, President

Print Name and Title

12/05/2014

Date

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

| | |
|------------------------|---------------------------------------|
| Print Name of Firm: | Print Name of Owner: |
| Print Address of Firm: | Owner's/AGENT'S Authorized Signature: |
| City, State, Zip Code | Print Name and Title: |

| | |
|---|---------------------------|
| Public Entity Name | |
| Public Entity Address: | Street Address: |
| | City, State, Zip: |
| Case Number/Date Claim Opened: | Case Number: |
| | Date Claim Opened: |
| Name and Address of Claimant: | Name: |
| | Street Address: |
| | City, State, Zip: |
| Description of Work (e.g., Janitorial) | |
| | |
| Description of Allegation and/or Violation: | |
| | |
| Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.) | |
| | |

Additional Pages are attached for a total of _____ pages.

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

| | | |
|---|---|---|
| <p>COUNTY DETERMINATION</p> <p>Proposer Name: _____</p> <p>Contracting Department: _____</p> <p>Department Contact Person: _____</p> <p>Phone: _____</p> | <p>RANGE OF DEDUCTION _____</p> <p>(Deduction is taken from the maximum evaluation points available)</p> | |
| | <p>Proposer <i>Fully Disclosed</i></p> | <p>Proposer <i>Did Not Fully Disclose</i></p> |
| <p>MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*</p> | <p>8 - 10% Consider investigating a finding of proposer non-responsibility</p> | <p>16 - 20% Consider investigating a finding of proposer non-responsibility**</p> |
| <p>SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*</p> | <p>4 - 7%</p> | <p>8 - 14% Consider investigating a finding of proposer non-responsibility**</p> |
| <p>MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*</p> | <p>2 - 3%</p> | <p>4 - 6%</p> |
| <p>INSIGNIFICANT County determination based on the Evaluation Criteria, that proposer has a record of very minimal violations.*</p> | <p>0 - 1%</p> | <p>1 - 2%</p> |
| <p>NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*</p> | <p>0</p> | <p>N/A</p> |

Assessment Criteria

* A 'Labor Law/Payroll Violator' includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

**REQUESTED INFORMATION ON THE
PROPOSER'S MEDICAL PLAN COVERAGE**

Proposer: UNITED PACIFIC SERVICES, INC.

Name of Proposer's Health Plan: _____ Date: 12/05/2014

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

| ITEMS | DOES THE PLAN COVER? (YES) (NO) | WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY? | LIST ANY CO-PAYMENTS AND/OR COMMENTS |
|--|------------------------------------|--|--------------------------------------|
| Proposer's Health Plan Premium | | | NA |
| Employee only | Y N | \$ | |
| Employee + 1 dependent | Y N | \$ | |
| Employee + 2 dependents | Y N | \$ | |
| Employee + 3 dependents | Y N | \$ | |
| Proposer's portion of above health premium payment | | | |
| Employee only | Y N | \$ | |
| Employee + 1 dependent | Y N | \$ | |
| Employee + 2 dependents | Y N | \$ | |
| Employee + 3 dependents | Y N | \$ | |
| Any Annual Deductible? | | | |
| Per Person | Y N | \$ | |
| Per Family | Y N | \$ | |
| Any Annual Maximum Employee Out-of-Pocket Expense? | | | |
| Per Person | Y N | \$ | |
| Per Family | Y N | \$ | |
| Any Lifetime Maximum? | | | |
| Per Person | Y N | \$ | |
| Per Family | Y N | \$ | |
| Ambulance coverage | Y N | \$ | |
| Doctor's Office Visits | Y N | \$ | |
| Emergency Care | Y N | \$ | |
| Home Health Care | Y N | \$ | |
| Hospice Care | Y N | \$ | |
| Hospital Care | Y N | \$ | |
| Immunizations | Y N | \$ | |
| Maternity | Y N | \$ | |
| Mental Health | Y N | \$ | |
| Mental Health In-Patient Coverage | Y N | \$ | |
| Mental Health Out-Patient Coverage | Y N | \$ | |

LW-7 – PROPOSER’S MEDICAL PLAN COVERAGE (continued)

| ITEMS | DOES THE PLAN COVER? (YES) (NO) | WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY? | LIST ANY CO-PAYMENTS AND/OR COMMENTS |
|------------------------------------|------------------------------------|--|--------------------------------------|
| Mental Health Out-Patient Coverage | Y N | \$ | |
| Physical Therapy | Y N | \$ | |
| Prescription Drugs | Y N | \$ | |
| Routine Eye Examinations | Y N | \$ | |
| Skilled Nursing Facility | Y N | \$ | |
| Surgery | Y N | \$ | |
| X-Ray and Laboratory | Y N | \$ | |

Under this health plan, a full time employee:

- Becomes eligible for health insurance coverage after ___ days of employment.
- Is defined as an employee who is employed more than ___ hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS ___ DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS ___ DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS ___ DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS ___ DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS ___ DAYS.

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: Landscape Maintenance Services - South Area (2014-PA030)

PROPOSER: UNITED PACIFIC SERVICES, INC.

PROPOSER: UNITED PACIFIC SERVICES, INC.

| POSITION/TITLE * | HOURS PER DAY | | | | | | | HOURS PER WEEK | ANNUAL HOURS (52 x hrs per wk) | HOURLY WAGE RATE** | ANNUAL COST |
|--|---------------|-----|-----|-----|-----|-----|-----|----------------|--------------------------------|--------------------|--------------|
| | SUN | MON | TUE | WED | THU | FRI | SAT | | | | |
| Employee # 1 On-Site Manager | | 8 | 8 | 8 | 8 | 8 | 8 | 40 | 2080 | 16.00 | \$ 33,280.00 |
| Employee # 2 Irrigation Technician | | 8 | 8 | 8 | 8 | 8 | 8 | 40 | 2080 | 15.50 | \$ 32,240.00 |
| Employee # 3 Foreman / Laborer | | 8 | 8 | 8 | 8 | 8 | 8 | 40 | 2080 | 13.00 | \$ 27,040.00 |
| Employee # 4 Landscape Laborer | | 8 | 8 | 8 | 8 | 8 | 8 | 40 | 2080 | 12.25 | \$ 25,480.00 |
| Employee # 5 Landscape Laborer | | 8 | 8 | 8 | 8 | 8 | 8 | 40 | 2080 | 11.84 | \$ 24,627.00 |
| Employee # 6 Landscape Laborer | | 8 | 8 | 8 | 8 | 8 | 8 | 40 | 2080 | 11.84 | \$ 24,627.00 |
| Supervisor | | 3 | 3 | 3 | 3 | 3 | 3 | 15 | 780 | 23.75 | \$ 18,525.00 |
| General Manager | | 2 | 0 | 0 | 0 | 0 | 0 | 2 | 104 | 43.31 | \$ 4,504.00 |
| Total Annual Proposed Price for Item 7.a to 7.f for As-Needed Items | | | | | | | | | | | |
| Comments/Notes: | | | | | | | | | | | |
| (1) Vacations, Sick Leave, Holiday | | | | | | | | | | | |
| (2) Health Insurance *** | | | | | | | | | | | |
| (3) Payroll Taxes & Workers' Compensation | | | | | | | | | | | |
| (4) Welfare and Pension | | | | | | | | | | | |
| Total Annual Employee Benefits (1+2+3+4) | | | | | | | | | | | |
| (5) Equipment Costs | | | | | | | | | | | |
| (6) Service and Supply Costs | | | | | | | | | | | |
| (7) General and Administrative Costs | | | | | | | | | | | |
| (8) Profit | | | | | | | | | | | |
| Total Annual Other Costs (5+6+7+8) | | | | | | | | | | | |
| Total Annual Proposed Price for Item 7.a to 7.g for As-Needed Items | | | | | | | | | | | |
| TOTAL ANNUAL PRICE \$ 594,124.00 | | | | | | | | | | | |

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
 ** Living wage rate shall be at least \$11.84 per hour.
 *** Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.84 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.
 Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

UNITED PACIFIC SERVICES, INC.



Signature

12/05/2014

Date

Name of Proposer

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS
Landscape Maintenance Services South Area (2014-PA030)**

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.
IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

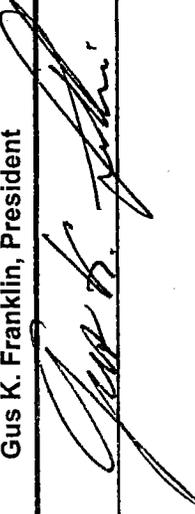
| QUESTION | RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED. |
|---|---|
| <p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p> | <p>1.1 Each employee signs a daily work sheet, see pages, 280, 281.</p> <p>1.2 Some of our employees report to the job site and other employees report to our South Gate facility.</p> <p>1.3 If we transport our employees from our South Gate facility to the job site we pay them driving time from our facility to the job site and back to our facility at the end of the day. Their pay starts from our facility and ends when they return to our to our central South Gate facility.</p> |

| QUESTION | RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED. |
|---|---|
| <p>2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p> | <p>2. Each employee signs a daily work sheet, see pages, 280, 281.</p> |
| <p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).</p> | <p>3.1 See Daily work sheet submitted in the proposal, pages 280, 281.</p> <p>3.2 We keep the daily work sheets at our office in a note book for the County to review annually.</p> <p>3.3 The records are maintained daily and signed by each employee.</p> <p>3.4 The daily payroll records are monitored by the on-site supervisor or crew forman of each crew.</p> <p>3.5 The records are turned in at the end of week for the following weeks payroll. Office staff checks the records / reports for any missing days or days not signed by the employee, page 282.</p> <p>3.6 The records are kept at our office at 120 E. La Habra Blvd., STE 107, La Habra, CA 90631 in a note book for any future audit by either the county or state.</p> <p>3.7 Yes</p> <p>3.8 See Pages 280, 281.</p> |

| QUESTION | RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED. |
|---|--|
| <p>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p> | <p>4. We only use daily work sheets, pages 280, 281.</p> <p>4.1 We use the daily signed payroll sheets, pages 280, 281.</p> <p>4.2 Each on-site manager and office staff once a week and prior to payroll.</p> <p>4.3 Yes</p> <p>4.4 The on-site manager of each crew and each employee who signs the payroll sheet.</p> |
| <p>5. BREAKS</p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p> | <p>5.1 Each daily payroll sheet has the time of the break and lunch time that is recorded and signed by each employee, page 280.</p> <p>5.2 Daily payroll sheet, page 280.</p> <p>5.3 Each on-site manager of each cre along with the individual who signs the daily work sheet, page 280.</p> |

| QUESTION | RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED. |
|--|---|
| <p>6. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p> | <p>6. Our payroll is prepared by ADP check service.</p> <p>6.1 Our payroll checks are prepared by an independent Payroll Company called ADP, Each individual employee signs each day for the hours worked and at the end of the week these daily work sheets are given to the office, who double check the hours of each employee.</p> <p>6.2 Automated checks by the ADP Payroll Company, Pages 283, 284, 285.</p> <p>6.3 They receive one check by the ADP Payroll Company, Page 283, 284, 285.</p> <p>6.4 Federal Income Tax, Earned Income Credit Advances, Social Security, Medicare, Federal Unemployment / Disability insurance, Earned Vacation Time for the year, and any Garnishments.</p> <p>6.5 See Payroll Checks, Page 283, 284, 285.</p> |

| QUESTION | RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED. |
|---|---|
| <p>7. MANUAL PAYROLL SYSTEM</p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p> | <p>7.1 We use an automated payroll service - ADP, Page 283, 284, 285.</p> <p>7.2 Each day we write down the work location of each employee. This daily tracking sheet is kept at South Gate, with a copy faxed to the La Habra office. Staff tracks each employee weekly, Pages, 280, 281, 282.</p> |
| <p>8. AUTOMATED PAYROLL SYSTEM</p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p> | <p>8.1 Each week we go on-line and enter the hours for each employee into the automated payroll service. The following day the checks are delivered to the office.</p> <p>8.2 We give the automated payroll service a breakdown for hours worked and hourly rate at each job. They then calculate the amount automatically for each employee.</p> <p>8.3 Each employees regular hourly rate of pay is listed in the ADP software. Any changes to the regular rate of pay must be entered manually to override the system.</p> |

| QUESTION | RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED. |
|---|--|
| <p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p> | <p>9.1 Travel time is calculated at the higher rate based on the days work schedule and is included in the weekly payroll check. We also pay over time for travel time back to our South Gate facility.</p> <p>9.2 Travel time pay is based on the pay rate for the last job completed, or it can be based on the next job site. Which ever rate is the higher of the two.</p> <p>9.3 This generally does not happen. Most of our employees work a full day at a particular job site; however, occasionally this does occur and it is monitored on the daily work sheet.</p> <p>9.3.a.) In this case we would pay the employee four hours under the County of Los Angeles Living Wage Hourly rate and the other four hours would be based on the requirements of that particular job.</p> <p>9.3.b.) We would pay the employee 8 hours based on the County's Living Wage rate.</p> |
| <p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p> | <p>10.1 If an employee works more than 8 hours per day, we pay the employee overtime hours, or if the employee works more then forty-hours in one week, we pay the employee overtime hours.</p> <p>10.2 If an employee has multiple wage rates, any overtime is based on the wage requirements of each job or contract, and the employee is paid accordingly.</p> |
| <p>Print Name: Gus K. Franklin, President</p> <p>Signature: </p> | |
| <p>Company: UNITED PACIFIC SERVICES, INC.</p> <p>Date: 12/05/2014</p> | |



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: **AS-0**

December 1, 2014

REQUEST FOR PROPOSALS – ADDENDUM 1 LANDSCAPE MAINTENANCE SERVICES SOUTH AREA (2014-PA030)

Thank you for attending our mandatory Proposers' Conference Landscape Maintenance Services South Area (2014-PA030) held on Thursday, November 20, 2014.

The following revisions have been made to the Request for Proposals (RFP). Added sections are shown in bold and deleted language is struck out.

Please note that the deadline to submit your proposals has been extended to **Monday, December 8, 2014, at 5:30 p.m.**

Important: Form PW-2, Schedule of Prices, has been deleted in its entirety and replaced with Form PW-2.1, enclosed. Please use Form PW-2.1 when submitting your proposals.

Addendum

1. In Exhibit A, Scope of Work, Section H (pages A-16 and A-17), Special Safety Requirements, has been revised as shown below:

~~All Contractor's personnel shall observe all applicable Cal/OSHA and Public Works safety requirements while at Public Works jobsites.~~

~~1. All Contractor's personnel shall observe all applicable state of California Occupational Safety and Health Administration Cal/OSHA and Public Works safety requirements while at Public Works jobsites.~~

~~2. Special emphasis shall be placed on public safety during landscape maintenance operations, particularly when adjacent to roadways, sidewalks, and bicycle trails. Contractor shall be responsible for providing~~

December 1, 2014

Page 3

~~f. All questions regarding the bicycle trail closure shall be directed to the Public Works Bicycle Trail Coordinator, Matt Suska, at (626) 458-3960.~~

All Contractor's personnel shall observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works safety requirements while at Public Works jobsites.

- 1. All Contractor's personnel shall observe all applicable state of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works safety requirements while at Public Works jobsites.**
- 2. Special emphasis shall be placed on public safety during landscape maintenance operations, particularly when adjacent to roadways, sidewalks, and bicycle trails. Contractor shall be responsible for providing all necessary safety measures to ensure public safety within the limits of or adjacent to each particular landscape maintenance operation.**

Contractor shall do the following for safety issues:

- a. Public Safety: Contractor shall perform a pre-work survey to identify potential safety issues and, if any are found, address them before work starts; if any hazards are found, the contractor will report to the County's contract manager; if the hazards are potentially harmful or pose imminent risk to the public, contact 911.**
- b. Emergency Response: When the emergency involves injury to a member of the public, call 911; stay with the injured person until help arrives, if doing so does not pose a risk to the County crews or contractor, and direct emergency services to the injured person, if practical; secure the site to restrict the public from going through the area. When needed, use appropriate signage and delineations.**
- c. Contractor shall file a County of Los Angeles Non-Employee Injury Report form to document the incident and injuries to the public and transmit the forms to Public Works representative (PWR) within two business day or first day of the next business week.**

December 1, 2014

Page 5

- f. **All questions regarding the bicycle trail closure shall be directed to the Public Works Bicycle Trail Coordinator, Matt Suska, at (626) 458-3960.**

If you have questions concerning the above information, please contact Mr. Edwin Manoukian at (626) 458-4057, Monday through Thursday, 7 a.m. to 5 p.m.

Very truly yours,

GAIL FARBER
Director of Public Works



GHAYANE ZAKARIAN, Chief
Administrative Services Division

EM

P:\aspub\CONTRACT\Edwin\Landscape South Area\2014\2014 RFP\Addendum\Addendum 1.doc

INTRODUCTION

Cover page

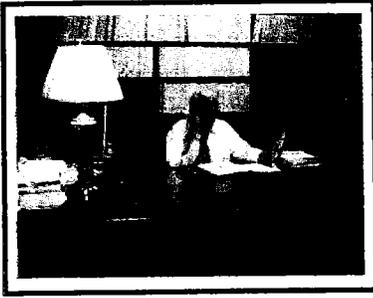
Title Page - Acceptance of Conditions

Letter of Transmittal

State of California - Certificate of Status

Insurance Certificate for County of Los Angeles

Certificate of Merit - City of Los Angeles



UNITED PACIFIC SERVICE, INC. - UPS

120 E. La Habra Blvd., Suite 107

La Habra, CA 90631

(562) 691-4600 office (562) 691-8839 fax

INTRODUCTION / NARRATIVE

Mr. Gail Farber
Director of Public Works
County of Los Angeles,
900 South Fremont Avenue
Alhambra, CA 91803-1331

December 1, 2014

Dear Mr. Farber

During the past fourteen (14) years we have completed sixty-nine contracts for the County of Los Angeles in the amount of \$16,369,072 and we are currently in the process of completing an additional five contracts in the amount of \$1,051,000 per year for a total of \$17,420,072. All of these contracts have been completed on time and to specifications. Over this period of time our work with the County has encompassed a wide range of projects from Tree Trimming/Removal and Planting contracts to Landscape Maintenance, Weed Abatement, Flood Control Channels and River and Catch Basin Clean-out contracts. We have developed and enjoyed an excellent working relationship with the County inspectors and staff and look forward to continuing this association. I consider our company to be part of the County's "team". A firm that County personnel can rely on seven days a week, 24 hours a day for immediate response from fallen trees to mainline irrigation breaks. We take pride in our experienced and highly trained crews of Certified Irrigation Technicians, Certified Arborists and Landscape Maintenance Gardeners working with new and specialized equipment.

From 2002 to 2005 we managed and maintained the landscape maintenance of the Los Angeles River, Rio Hondo Channel, Compton Creek, Centinela Creek, Dominguez Channel and Ballona Creek. In addition this same contract was awarded to us once again in 2005 and renewed for two option years, 2006 to 2007 and 2007 to 2008. We have a proven track record of maintaining the various landscape areas of the South Area contract and for the past twelve (12) years have maintained the irrigation systems, landscaped areas, wildflower / seeded areas, the bicycle trails and most importantly we understand and know how to maintain the "native plants" that are an integral part of the landscaped areas of the South Area contract. During past twelve years we have responded to all types of emergency work while maintaining the L.A. River/Compton Creek and Rio Hondo Channels. We also know the importance of traffic control on the bicycle right-of-way and how to maintain a safe work environment for both our crews and the pedestrians using the bicycle lanes along the channels.

Our South Gate facility is located next door to the County of Los Angeles Imperial yard, which is next door and adjacent to the Landscaped areas of the South Area contract. Our response time to any type of emergency situation from main line irrigation breaks to vandalism will be within minutes from our South Gate facility. United Pacific Services, Inc. (UPS) has completed numerous contracts for many Municipalities, Counties and State agencies. During the past 40 years I have overseen the completion of over \$110,000,000 in contracts for more than 97 southern California city and county agencies. I have also directed the completion of numerous contracts for the counties of San Bernardino, Riverside, Ventura, Orange, San Diego and Los Angeles. We have never been assessed liquidated damages for failure to complete a contract on time or to specifications, nor have we ever had a complaint filed with the Contractors State Licensing Board against the Company, Corporate Officers or the Owners. In addition, we have never had any claims filed against our General Liability coverage, a perfect record. We have specialized equipment and a seasoned and very experienced crew that is Certified by the International Society of Arboriculture (ISA) as Certified Arborists and Certified Tree Workers with the ability to perform all types of tree and landscape maintenance contracts to completion on time and to specifications.

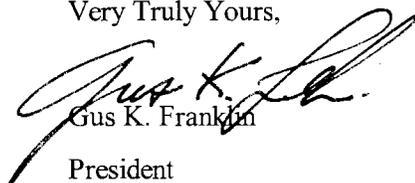
At the present time we have contracts in progress with ten cities and the counties of Los Angeles and Riverside. These contracts include tree trimming, tree planting, tree removal, weed abatement, irrigation repair/maintenance, pesticide/herbicide application and landscape maintenance. If selected by the County of Los Angeles, we will provide the county with crews that are equipped with new equipment to complete the landscape maintenance work in a timely and professional manner. All crews will be supervised by an ISA Certified Arborist and tree trimmers shall be I.S.A. Certified. UPS is a state licensed contractor and holds both the C27 and C61 D49 state licenses and both licenses are in good standing with the State of California.

In addition to having a very experienced crew that has worked for the County of Los Angeles for the past fourteen years. If awarded the South Area contract we intend to have Mr. Oscar DeLeon, who has recently joined the firm to work as our On-site Manager of all crews working on the South Area contract. This includes routine landscape maintenance work to supervising hydroseeding, planting, herbicide application, irrigation repair and planting. Mr. DeLeon is the former Landscape Manager/Contract Monitor for the City of Long Beach since 1987 to his retirement in 2014. Mr. DeLeon for the past twenty-seven (27) years worked for the city's Park Department and for the past fifteen (15) years was responsible for the landscape maintenance of the "Queensway Bay" the jewel of Long Beach.

I have included for your review fourteen (14) City Endorsement signatures, six Governmental signatures rating our Company's performance as excellent, Fifty (50) letters of recommendation dating back to 1977 to 2008 (31-years), and five current letters of recommendation from cities and county agencies including a letter of recommendation from our bonding company, Alliant Insurance Services which rates United Pacific with an excellent track record and credit history. I have also included a comprehensive Work Plan of Action, an Equipment List with color pictures, ISA Certified Arborist Certifications, ISA Certified Tree Worker Certifications, CPR and First Aid Certification including Electrical Line-clearing Certifications. I have also included Certification of Confined Space Entry Awareness should our crews be required to enter any catch basins or flood maintenance channels/tunnels. We have employees that are licensed for herbicide application (QAL Licenses) and I have one employee who is certified and has an Agricultural Pest Control Adviser License (PCA license). United Pacific has a variety of trucks ranging from 1/2 ton pick-ups to ten ton heavy duty diesel trucks. In the past ten years we have invested over three-million in new specialized Landscape and tree maintenance equipment (see equipment list). I have also included a comprehensive "Storm Water Pollution Control Plan" extremely important while doing the landscape maintenance of the South Area contract that is adjacent to the Los Angeles River and Rio Hondo Channel that ends and empties directly into the ocean. Our employees are certified and have been trained in Storm Water Pollution controls and management.

In addition to maintaining the landscaping for the County of Los Angeles South Area contract during the past twelve (12) years we also maintained the Malibu substations (a five year contract), the Montellano Slopes (a five year contract), the Dominguez Gap (a five year contract) and the East Area (a five year contract) for the County of Los Angeles. We have the financial capability and a long history of successfully completing governmental tree and landscape maintenance contracts in southern California including a twelve-year track record of maintaining the Landscaping of the South Area for the County of Los Angeles. If you need additional information or have any questions concerning our proposal please call me at (562) 691-4600 ext. 225.

Very Truly Yours,



Gus K. Franklin
President

**UNITED PACIFIC SERVICES
INCORPORATED
TITLE PAGE**

United Pacific Services, Inc. has reviewed "REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES SOUTH AREA (2014-PA030) for the County of Los Angeles and agrees to the terms as set forth in said document titled:

FOR
**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
NOTICE OF REQUEST FOR PROPOSALS FOR
LANDSCAPE MAINTENANCE SERVICES SOUTH AREA (2014-PA030)**

Responses to be received until

Final submittal Date:

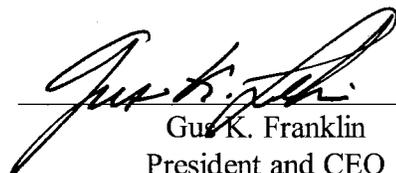
**Monday, December 8, 2014
at 5:30 p.m.**

Proposal addressed to:

Mr. Gail Farber
Director of Public Works
County of Los Angeles
900 South Fremont Avenue
Alhambra, CA 91803-1331

Authorized Signature:

Corporate Seal



Gus K. Franklin
President and CEO
Signature Binds the Corporation

This bid shall remain valid for a period of not less than 270 days from the date of submittal

Date: 12-05-14

LETTER OF TRANSMITTAL

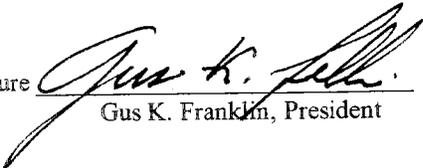
As the President and owner of United Pacific Services, Inc. (UPS) I have supervised the completion of over \$92,000,000 in Landscape and Tree Maintenance contracts for eighty-five municipalities and the counties of Los Angeles, Riverside, San Bernardino, San Diego, and Orange. All contracts were completed on time and to specifications. Our proposal to the County of Los Angeles includes fifty letters of recommendation, six current letters of recommendations, an evaluation by six governmental agencies, color pictures of current and past field operations, fourteen City Endorsement signatures and a Storm Water Pollution Control Plan. I have also enclosed certifications which include Certified Arborists, Certified Tree Worker, Certified Qualified Applicator, Safety Management Certifications and Confined Space Certifications. We are not the largest company in Southern California, however; I believe we offer a unique company where Senior County Managers and Field Inspectors are dealing directly with the President/Owner, Vice President and General Manager on a weekly basis. With forty cell phones and direct connect we can always be reached 24 hours per day seven days per week. UPS has a very experienced crew and support equipment to complete any county project on schedule and to specifications.

| <u>SENIOR MANAGEMENT STAFF:</u> | <u>Years of Experience</u> | <u>Certifications</u> |
|---|----------------------------|--|
| 1. Gus K. Franklin, President [Redacted] (562) 691-400 ext. 225 office [Redacted] | 40+ | C61 D49 State Contractors License - Tree STATE - QUALIFIER ACRT #03263 |
| 2. Eric J. Franklin, Vice President [Redacted] (562) 691-4600 ext. 226 office [Redacted] | 20+ | C27 State Contractors License - Landscape ACRT# 03268 Certified Arborists - I.S.A. WC #2158 QAL #35200 STATE - QUALIFIER |
| 3. Jack Mooring, Vice President [Redacted] (562) 691-4600 ext. 207 office [Redacted] | 35+ | ACRT# 03268 I.S.A. WC# 0905 Certified Arborists - I.S.A. TW #403 |
| 4. Leo Ramirez [Redacted] | 22+ | ACRT #03034 CPR 04-10-2004 FA 04-10-2004 CS 05-15-93 Irrigation Tech II |
| 5. Anthony Gomez [Redacted] | 15+ | Certified Tree Worker I.S.A TW #1617 ACRT #03269 |

United Pacific Services, Inc.
120 E. La Habra Blvd., Suite 107
La Habra, CA 90631
(562) 691-4600 ext. 225 office (562) 691-8839 fax (562) 254-0749 cell

The above employees are authorized by UPS to make any representations on behalf of the company to the County of Los Angeles. They have full authority to make decisions concerning contracts and day-to-day field operations. In addition they are authorized to sign on behalf of the corporation.

DATE: 11-28-14

Authorized Signature 
Gus K. Franklin, President

**State of California
Secretary of State**

CERTIFICATE OF STATUS

ENTITY NAME:

UNITED PACIFIC SERVICES, INC.

FILE NUMBER: C2101106
FORMATION DATE: 01/28/1999
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of December 03, 2013.

Debra Bowen

DEBRA BOWEN
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--------------|---|
| PRODUCER Alliant Insurance Services, Inc (Lic-0C36861) 735 Carnegie Drive, Ste 200 San Bernardino, CA 92408 5057-Jay Freeman | 909-886-9861 | CONTACT NAME: Christina Mountz |
| | 909-886-2013 | PHONE (A/C, No, Ext): 909-474-8799 E-MAIL ADDRESS: cmountz@alliantinsurance.com PRODUCER CUSTOMER ID #: UNITE-6 |
| | | FAX (A/C, No): 909-886-2013 |
| INSURED: United Pacific Services Inc 120 East La Habra Blvd #107 La Habra, CA 90631 | | INSURER(S) AFFORDING COVERAGE |
| | | INSURER A: Peerless Insurance Company NAIC # 24198 |
| | | INSURER B: Golden Eagle Insurance Corp NAIC # 10836 |
| | | INSURER C: California Insurance Company |
| | | INSURER D: |
| | | INSURER E: |
| | | INSURER F: |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY END CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | X | CBP8403015 | 03/26/13 | 03/26/14 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000 PD Ded per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | BA8403015 | 03/26/13 | 03/26/14 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| B | UMBRELLA LIAB | X | CU8403915 | 03/26/13 | 03/26/14 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ | | | | | AGGREGATE \$ 1,000,000 \$ \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | 738408040102 | 07/01/12 | 07/01/13 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Equipment Floater (Special form) | | CBP8403015 | 03/26/13 | 03/26/14 | Rent/Leas 100,000 Ded. 1,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Landscape Maintenance-South Area, Contract No. 75407.
 Certificate holder is additional insured as respects General Liability as per forms CG2010 07/04 and CG2037 07/04 attached.

| | |
|--|--|
| CERTIFICATE HOLDER County of Los Angeles Department of Public Works P.O. Box 1460 Alhambra, CA 91802 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

Certificate of Merit

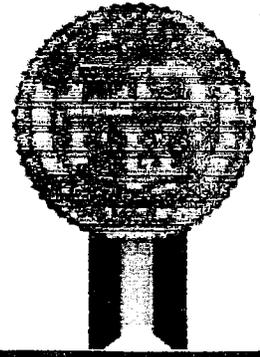


Mayor's Certificate of Appreciation

AS MAYOR OF THE CITY OF LOS ANGELES
I am pleased to recognize the outstanding
activities of the

*United Pacific
Corporation*

THIS MAYOR'S CERTIFICATE OF APPRECIATION
is awarded to your organization for out-
standing efforts and accomplishments which
have been of great benefit to your community
and particularly to the CITY OF LOS ANGELES.
Dated February 8, 1991



Tom Bradley
Mayor

County of Los Angeles

Seventy-four (74) contracts awarded / renewed

From 2000 to 2015 sales of \$17,420,072

COUNTY OF LOS ANGELES - CONTRACTS AWARDED / RENEWED - 74

UNITED PACIFIC SERVICES CONTRACTS AWARDED FROM 2000 TO 2015 = \$17,420,072.00

| | Contract Description and Location | Contract |
|-------|--|-----------------|
| 1. | County of Los Angeles "East Area" / 2000 - Flood Channels | \$381,740.00 |
| 2. | County of Los Angeles Housing Development / 2000 - Tree Service | \$16,868.00 |
| 3. | County of Los Angeles "South Area" - 2001 / 2002 - Flood Channels | \$221,049.00 |
| 4. | County of Los Angeles "East Area" / 2002 - Flood Channels | \$435,239.00 |
| 5. | County of Los Angeles - San Gabriel - 2002 - River | \$293,000.00 |
| 6. | County of Los Angeles - 2001 / 2002 - Tree Planting | \$60,325.00 |
| 7. | County of Los Angeles - L.A. River/Comp. Creek - 2001/2002 - Flood Channels | \$363,200.00 |
| 8. | County of Los Angeles - L.A. River/Comp. Creek - 2003 to 2005 - Flood Channels | \$726,400.00 |
| 9. | County of Los Angeles - L.A. River/Rio Hondo - 2001/2002 - Flood Channels | \$353,175.00 |
| 10. | County of Los Angeles - L.A. River/Rio Hondo - 2003 to 2005 - Flood Channels | \$706,350.00 |
| 11. | County of Los Angeles - East area - 2003 - Catch Basin | \$123,000.00 |
| 12. | County of Los Angeles - West area - 2003 - Catch Basin | \$146,000.00 |
| 13. | County of Los Angeles - Trimming / 2003 - Palms Trees | \$37,770.00 |
| 14. | County of Los Angeles - "Eastern Avenue" - 2003 - Trim Trees | \$12,500.00 |
| 15. | County of Los Angeles - San Gabriel 2003 and 2005 - River | \$631,000.00 |
| 16. | County of Los Angeles - Trim and Remove trees 2001 / 2003 - AsNeeded Emergency Tree Work | \$175,884.00 |
| 17. | County of Los Angeles - "West Area" - 2003 - Flood Channels | \$105,000.00 |
| 18. | County of Los Angeles - Sanitation Department / 2004 - Hydroseed Flood Channel | \$29,501.00 |
| 19. | County of Los Angeles - "South Area" - 2004 - Flood Channels | \$275,000.00 |
| 20. | County of Los Angeles - "Costal Spreading Grounds" - Flood Channels - 2005 | \$156,000.00 |
| 21. | County of Los Angeles - "Malibu" - 2004 - Landscape Maintenance | \$50,000.00 |
| 22. | County of Los Angeles - "Malibu" - 2005 - Landscape Maintenance | \$50,000.00 |
| 23. | County of L.A. - Tree Trim and Removal - 2004 - Tree Maintenance | \$152,000.00 |
| 24. | County of L.A. - Tree Trim and Removal - RMD 4146010 - 2006 | \$107,095.00 |
| 25. | County of L.A. - Coastal Spreading Grounds, Rio Hondo & San Gabriel - 2006 | \$156,000.00 |
| 26. | County of L.A. - Malibu year 2006 | \$50,000.00 |
| 27. | County of Los Angeles - Landscape Maint., L.A. River - South Area - 2005 / 2006 | \$772,000.00 |
| 28. | County of Los Angeles - Malibu - year 2006 | \$50,000.00 |
| 29. | County of Los Angeles - RMD 3346005 - Topanga Canyon - Tree Trim & Removal | \$343,934.00 |
| 30. | County of Los Angeles - RMD 4446006 - Whittier Area - Tree Trim & Removal | \$196,480.00 |
| 31. | County of Los Angeles - Coastal Spreading Grounds, Rio Hondo & San Gabriel - 2007 | \$45,000.00 |
| 32. | County of Los Angeles - San Gabriel River - 2006 - Weed Abatement | \$295,000.00 |
| 33. | County of Los Angeles, Malibu - year 2007 to 2008 | \$50,000.00 |
| 34. | County of Los Angeles - Landscape Maint., Montellano Slope - 2007 to 2008 | \$29,000.00 |
| 35. | County of Los Angeles - L.A. River - South Area - 2006 - 2007 | \$772,000.00 |
| 36. | County of Los Angeles - RMD 1546036 - E.L.A. Area - Tree Trim & Removal | \$102,000.00 |
| 37. | County of Los Angeles - Landscape Maint., L.A. River - South Area - 2008 / 2009 | \$772,000.00 |
| 38. | County of Los Angeles - Landscape Maint., Malibu - year 2008 to 2009 | \$50,000.00 |
| 39. | County of Los Angeles - AsNeeded Emergency Tree Service - year 2008 to 2009 | \$394,562.00 |
| 40. | County of Los Angeles - Landscape Maint., Montellano Slope - 2008 to 2009 | \$29,000.00 |
| 41. | County of Los Angeles - Landscape Maint., Montellano Slope - 2009 to 2010 | \$29,000.00 |
| 42. | County of Los Angeles - Landscape Maint., L.A. River - South Area - 2009 to 2010 | \$736,000.00 |
| 43. | County of Los Angeles - Landscape Maint., L.A. River - East Area 2009 to 2010 | \$60,000.00 |
| 44. | County of Los Angeles - Landscape Maint., Dominguez Gap 2010 to 2011 | \$256,000.00 |
| 45. | County of Los Angeles - Landscape Maint., Malibu - 2009 to 2010 | \$75,000.00 |
| 46. | County of Los Angeles - As-Needed Emergency Tree Service - 2009 to 2010 | \$25,000.00 |
| 47. | County of Los Angeles - Landscape Maint., Montellano Slope - 2010 to 2011 | \$29,000.00 |
| 48. | County of Los Angeles - Landscape Maint., L.A. River - South Area - 2010 to 2011 | \$736,000.00 |
| 49. | County of Los Angeles - Landscape Maint., L.A. East Area 2010 to 2011 | \$60,000.00 |
| 50. | County of Los Angeles - Landscape Maint., Dominguez Gap 2011 to 2012 | \$256,000.00 |
| 51. | County of Los Angeles - Landscape Maint., Malibu - 2010 to 2011 | \$75,000.00 |
| 52. | County of Los Angeles - As Needed Emergency Tree Service - 2010 to 2011 | \$50,000.00 |
| 53. | County of Los Angeles - North Area tree maintenance - 2011 to 2012 | \$900,000.00 |
| 54. | County of Los Angeles - Landscape Maint., Montellano Slope - 2011 to 2012 | \$29,000.00 |
| 55. | County of Los Angeles - Landscape Maint., L.A. River - South Area - 2011 to 2012 | \$736,000.00 |
| 56. | County of Los Angeles - Landscape Maint., L.A. East Area 2011 to 2012 | \$60,000.00 |
| 57. | County of Los Angeles - Landscape Maint., Dominguez Gap 2011 to 2012 | \$256,000.00 |
| 58. | County of Los Angeles - Landscape Maint., Malibu - 2011 to 2012 | \$75,000.00 |
| 59. | County of Los Angeles - As Needed Emergency Tree Service - 2011 to 2012 | \$50,000.00 |
| 60. | County of Los Angeles - Landscape Maint., Montellano Slope - 2012 to 2013 | \$25,000.00 |
| 61. | County of Los Angeles - Landscape Maint., L.A. River - South Area - 2012 to 2013 | \$625,000.00 |
| 62. | County of Los Angeles - Landscape Maint., L.A. East Area 2012 to 2013 | \$70,000.00 |
| 63. | County of Los Angeles - Landscape Maint., Dominguez Gap 2012 to 2013 | \$256,000.00 |
| 64. | County of Los Angeles - Landscape Maint., Malibu - 2012 to 2013 | \$75,000.00 |
| 65. | County of Los Angeles - Landscape Maint., Montellano Slope - 2013 to 2014 | \$25,000.00 |
| 66. | County of Los Angeles - Landscape Maint., L.A. River - South Area - 2013 to 2014 | \$625,000.00 |
| 67. | County of Los Angeles - Landscape Maint., L.A. East Area 2013 to 2014 | \$70,000.00 |
| 68. | County of Los Angeles - Landscape Maint., Dominguez Gap 2013 to 2014 | \$256,000.00 |
| 69. | County of Los Angeles - Landscape Maint., Malibu - 2013 to 2014 | \$75,000.00 |
| TOTAL | | \$16,310,072.00 |

County of Los Angeles contracts in progress for the year 2014 to 2015

| | CURRENT CONTRACTS | AMOUNT |
|--------------|--|-----------------|
| 1. | County of Los Angeles - Landscape Maint., Montellano Slope - 2014 to 2015 | \$25,000.00 |
| 2. | County of Los Angeles - Landscape Maint., L.A. River - South Area - 2014 to 2015 | \$625,000.00 |
| 3. | County of Los Angeles - Landscape Maint., L.A. East Area 2014 to 2015 | \$70,000.00 |
| 4. | County of Los Angeles - Landscape Maint., Dominguez Gap 2014 to 2015 | \$256,000.00 |
| 5. | County of Los Angeles - Landscape Maint., Malibu - 2014 to 2015 | \$75,000.00 |
| Sub Total | | \$1,051,000.00 |
| TOTAL AMOUNT | | \$17,420,072.00 |

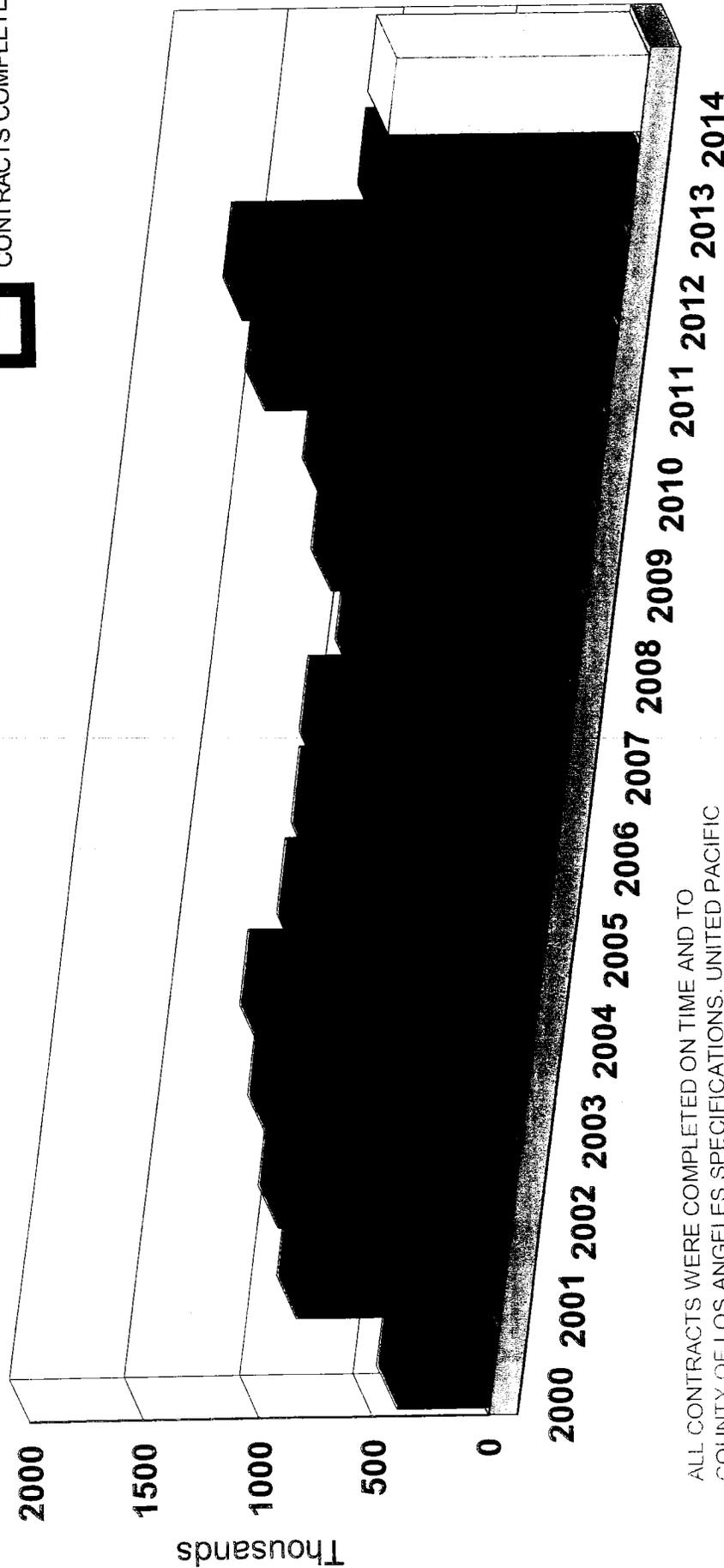
United Pacific Services, Inc.

County of Los Angeles

Contracts - Completed & Renewed & In Progress
ANNUAL GROSS SALES FROM - 2000 TO 2015
\$17,420,072

CONTRACTS IN PROGRESS

CONTRACTS COMPLETED



ALL CONTRACTS WERE COMPLETED ON TIME AND TO COUNTY OF LOS ANGELES SPECIFICATIONS. UNITED PACIFIC HAS COMPLETED 69 CONTRACTS FOR THE COUNTY SINCE THE YEAR 2000 AND FIVE CONTRACTS ARE CURRENTLY IN PROGRESS.

United Pacific Services, Inc.

CITY OF LONG BEACH
YEAR - 2001



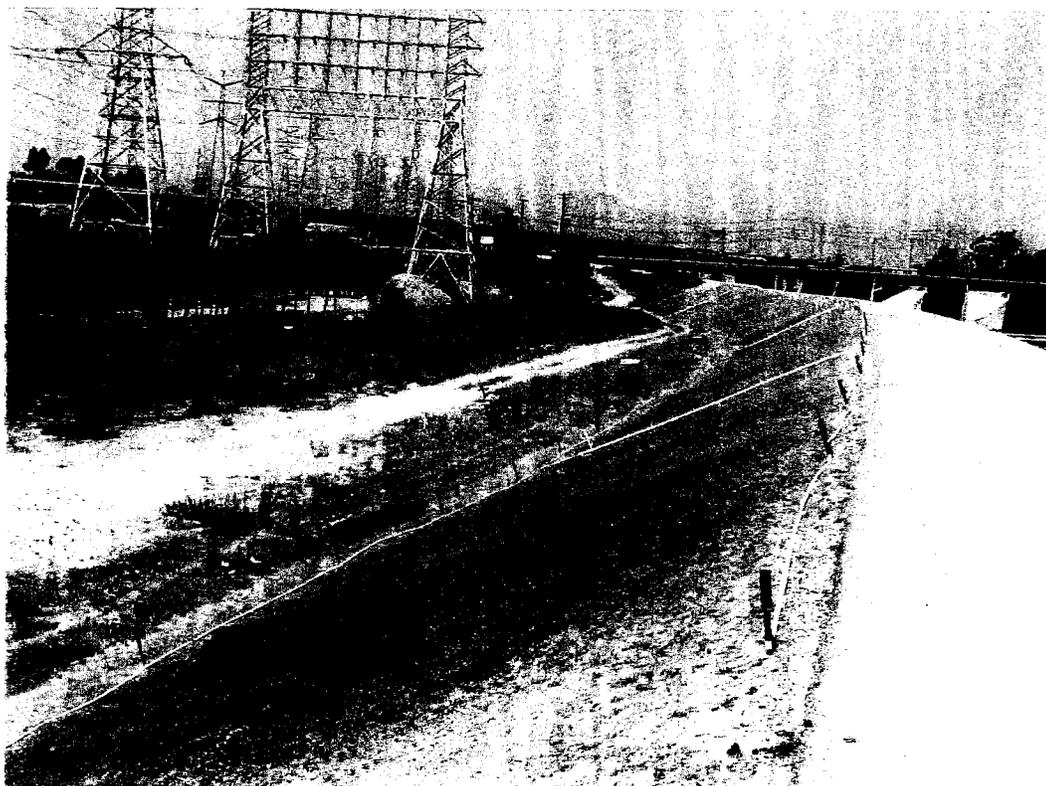
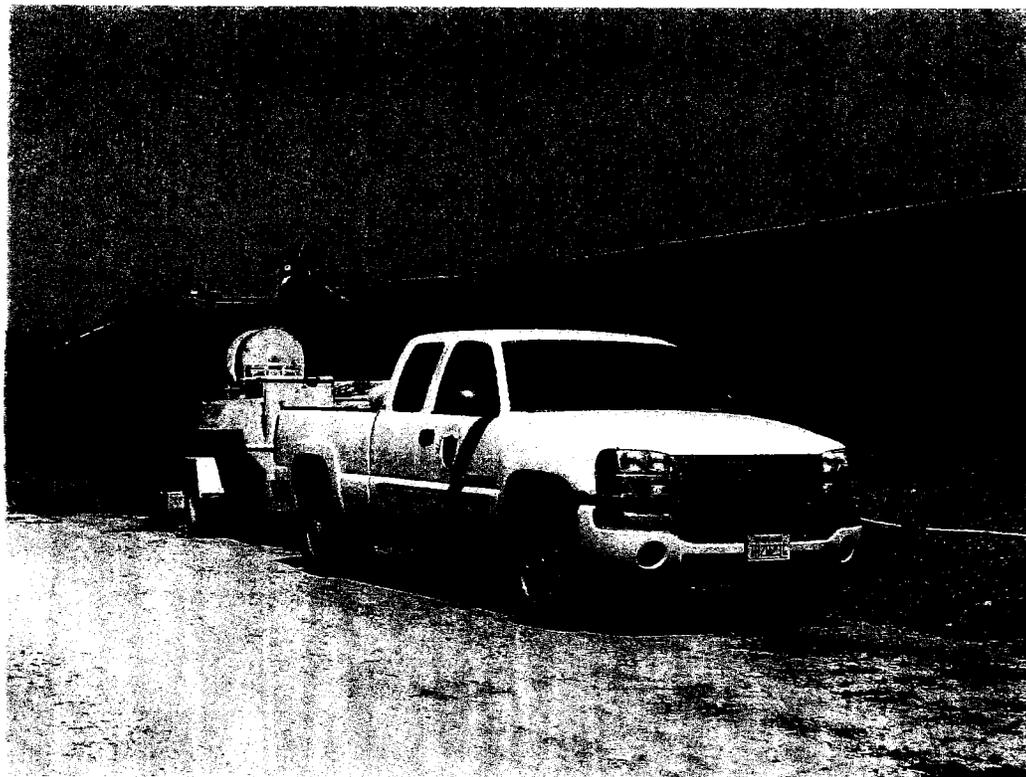
- United Pacific trimming trees along Shore Line Drive for the City of Long Beach. This is the first phase of a three (3) year contract with an option to renew for life. The annual budget for this contract is \$75,000 per year.

Los Angeles County South Area Contract

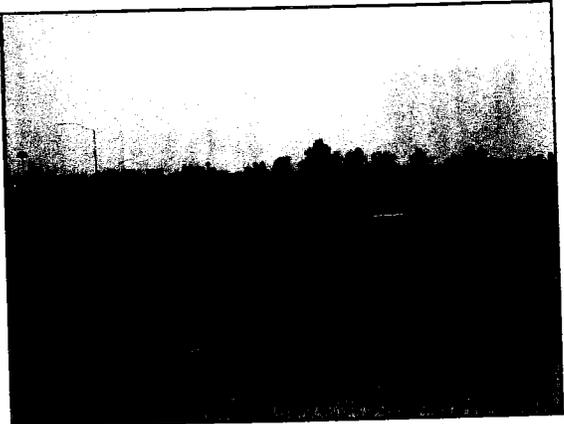
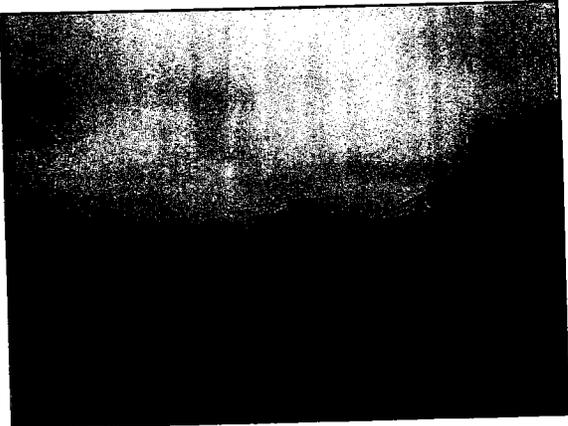
Hydroseeding along the Los Angeles River

Irrigation Repair

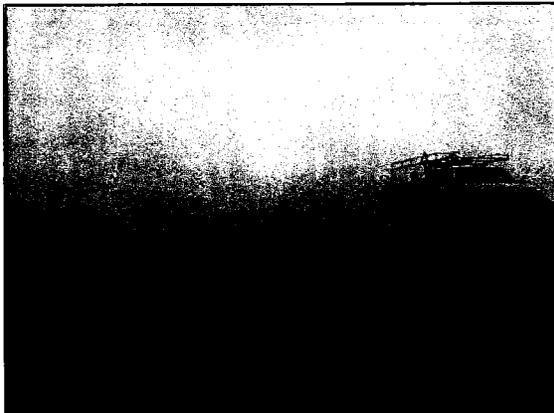
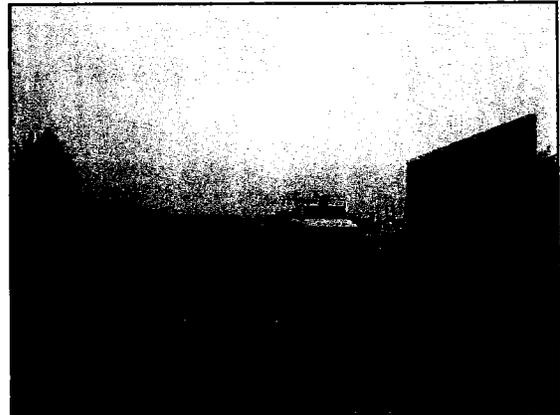
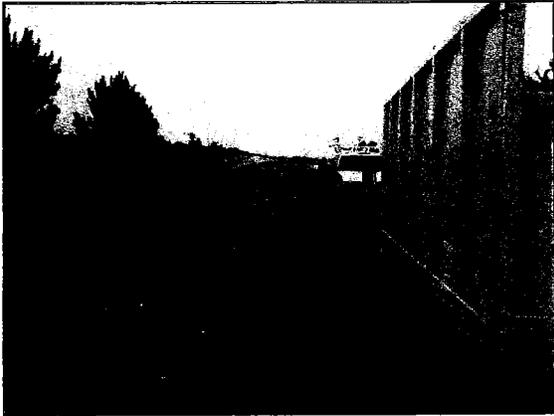
Weed Abatement / Cutting of Hydroseeded Areas



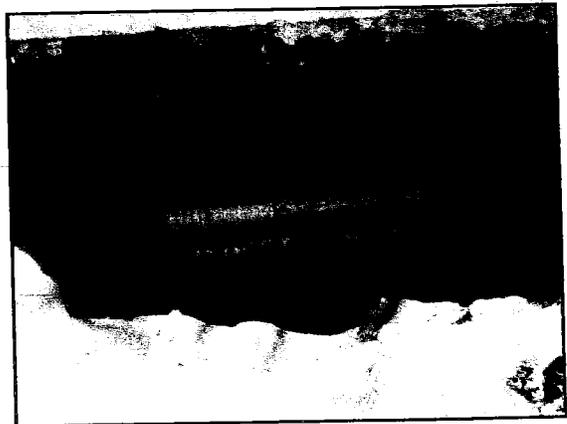
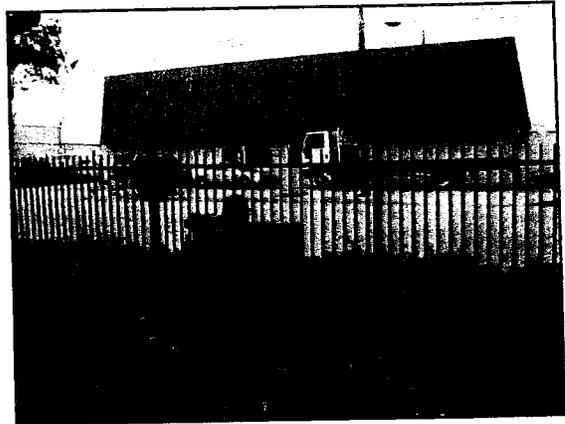
County of Los Angeles
Weed Abatement

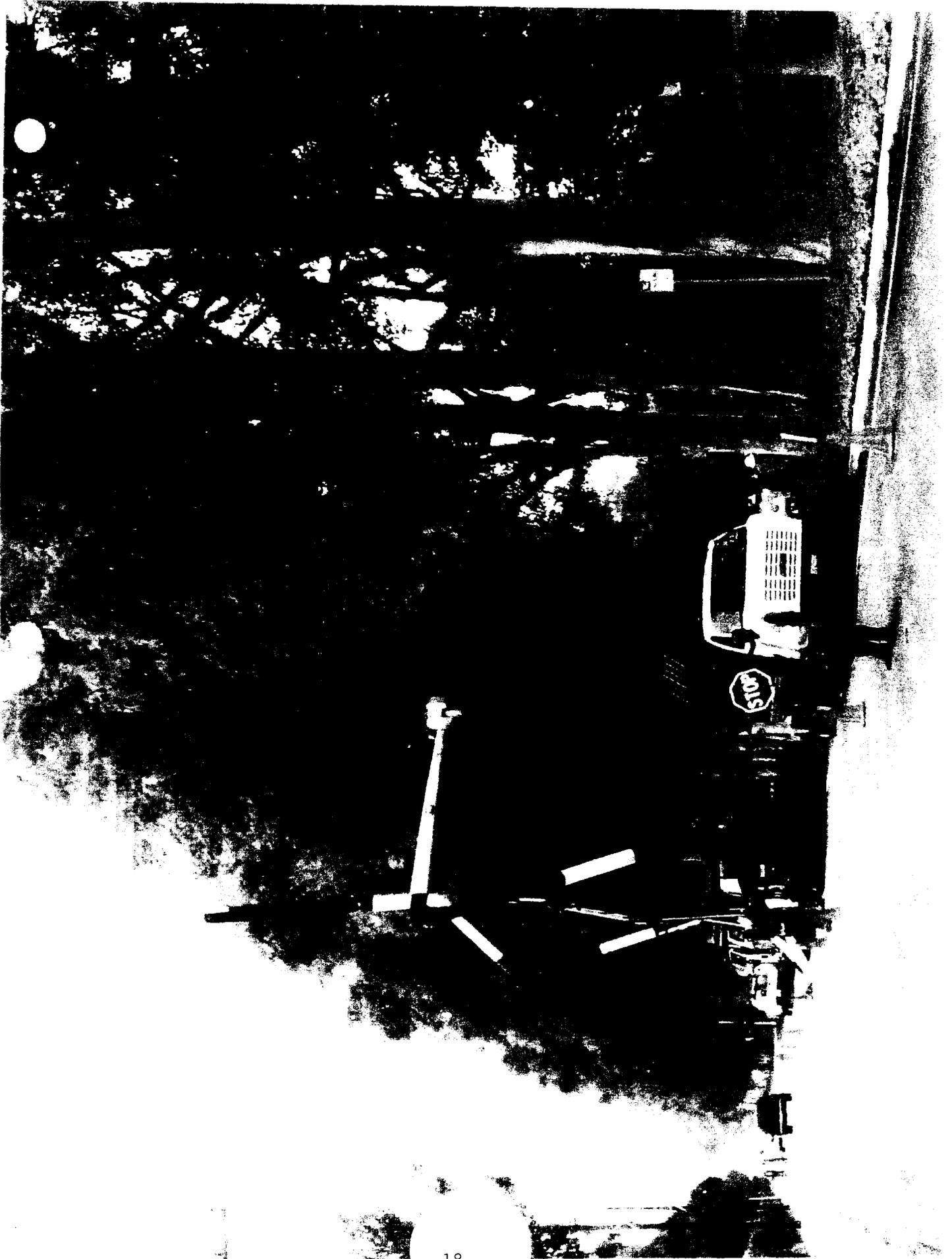


County of Los Angeles
Weed Abatement



County of Los Angeles
Irrigation Maintenance & Repair Services



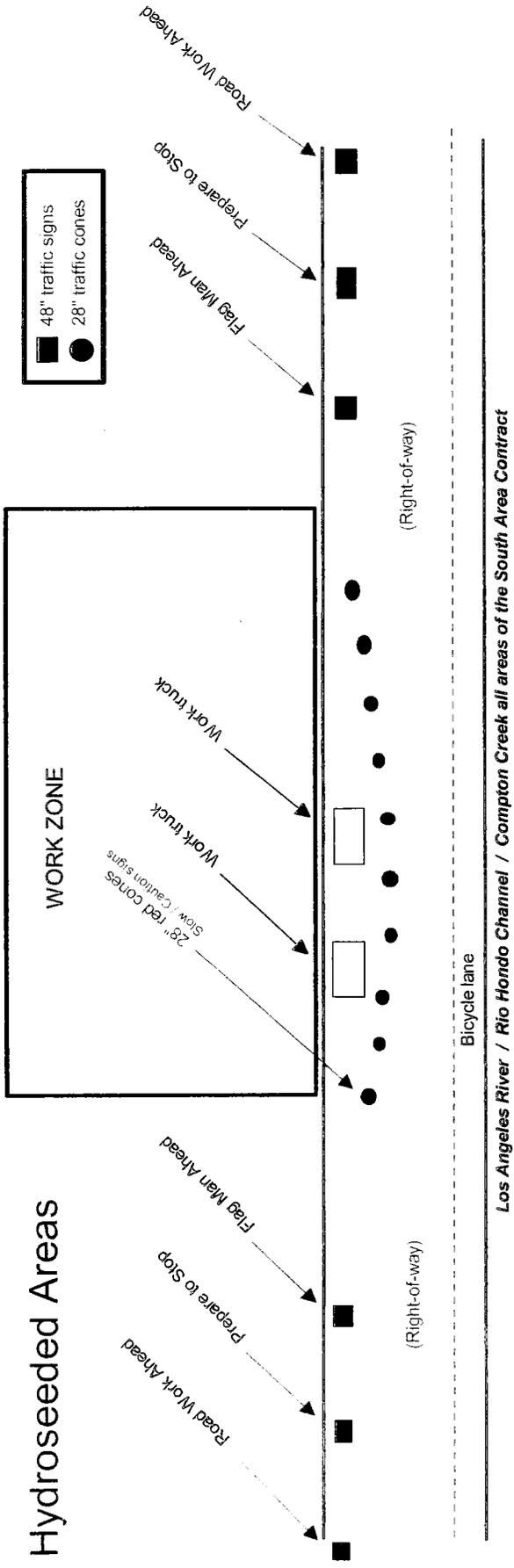


COUNTY OF LOS ANGELES

Traffic Control on South Area Contract

RIGHT-OF-WAY ALONG ROADWAY

WORK AREA SAFETY PLAN



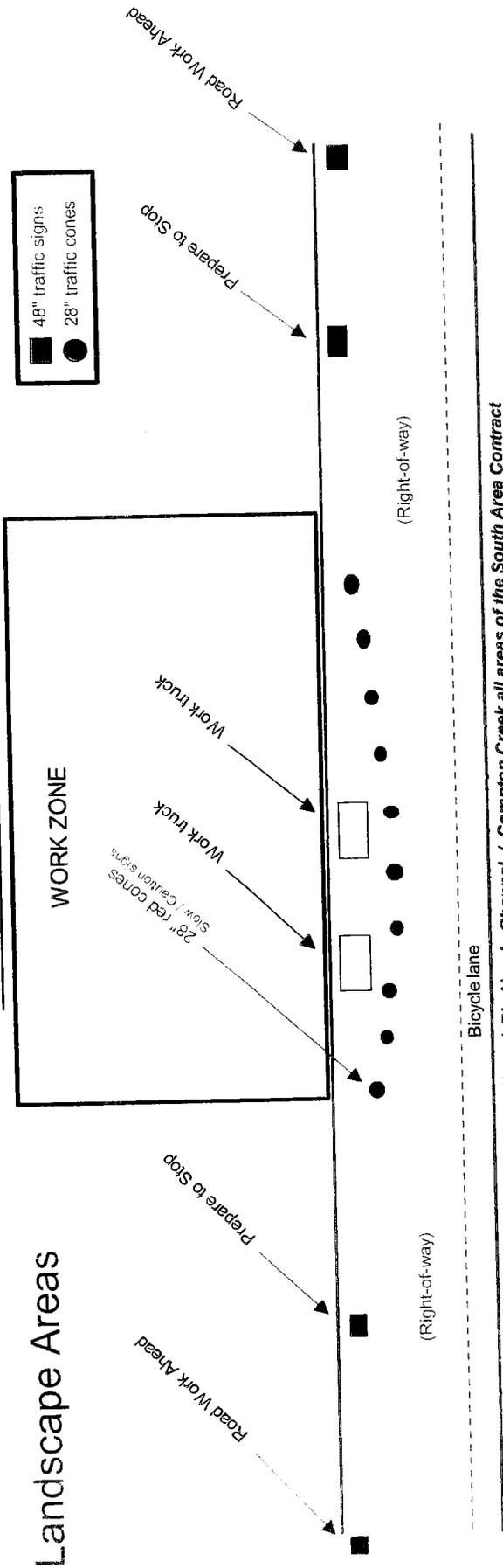
Los Angeles River / Rio Hondo Channel / Compton Creek all areas of the South Area Contract

NOTE: The above traffic control is based on debris falling on the roadway and will be used during the first cutting or any time that requires a safe work zone for both the bicyclist and any pedestrians walking or running on the roadway / bike path. In addition a flagman will be used to control the foot / bicycle traffic if necessary during any unsafe work conditions that could cause injury to the public.

UNITED PACIFIC WORK PLAN ON SOUTH AREA CONTRACT:

1. Crew will inspect valve boxes while working on the roadway for any bees and will take appropriate action.
2. Crew will take extra precaution to protect the public during work hours including using a flag man to direct traffic or stop traffic in the work zone
3. Crew will utilize 36" to 48" work signs to notify the public of the work zone while working on the contract
4. Crew will utilize 28" cones to delineate the work zone with either caution or slow signs or both attached to the top of the safety cones
5. In the event of any type of accident to the public or UPS employees the crew foreman at the job site will immediately notify emergency help if necessary and the UPS main office, their immediate supervisor and the County of Los Angeles Flood Control office at the Imperial county yard.
6. UPS crew foreman shall stop traffic if debris is going on the bicycle path or for any other unsafe conditions that could occur during work hours.
7. UPS crew shall perform recon in proposed work area to identify bee hives and other potential hazards.

WORK AREA SAFETY PLAN

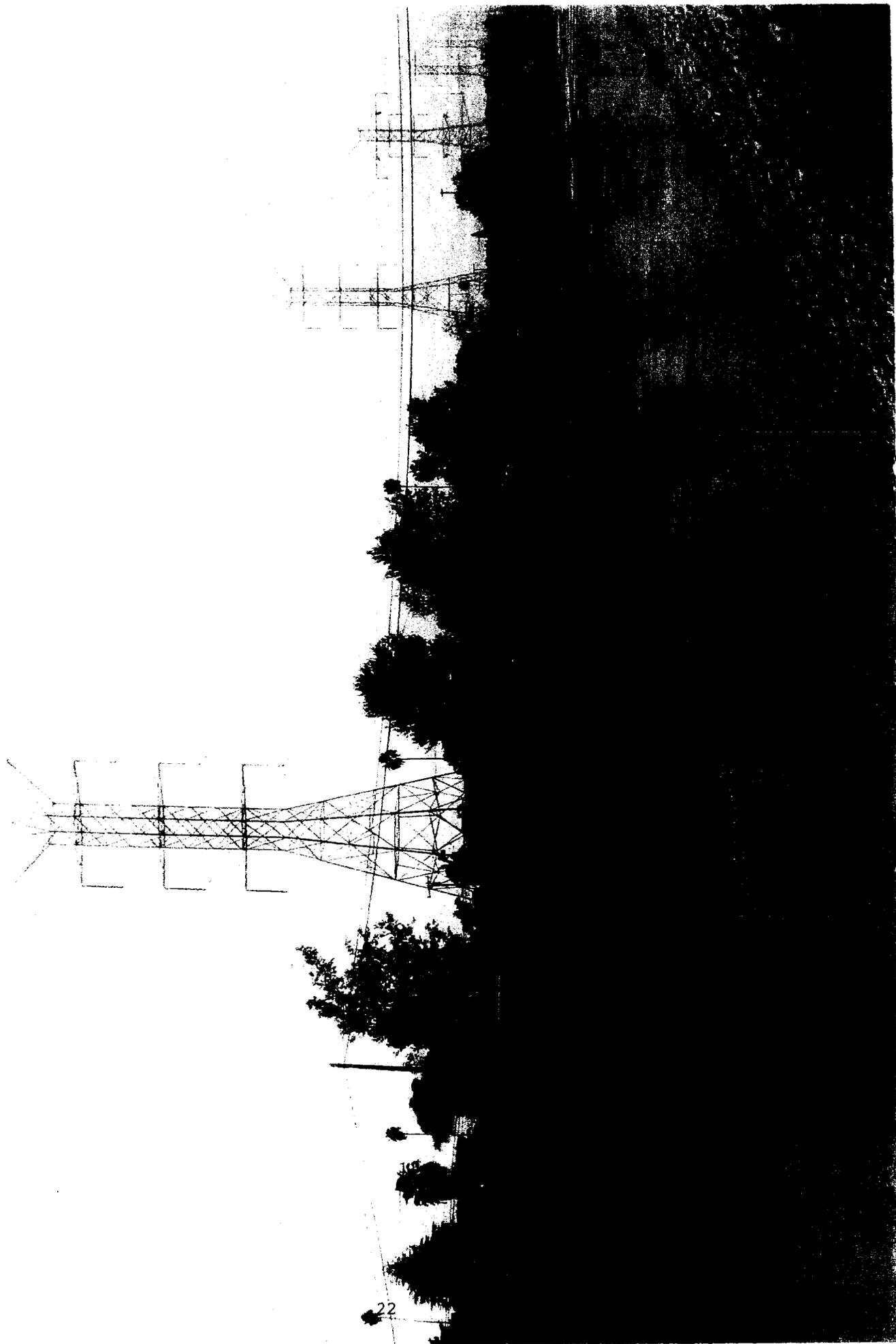


Los Angeles River / Rio Hondo Channel / Compton Creek all areas of the South Area Contract

NOTE: The above traffic control is based on debris falling on the roadway and any time that requires a safe work zone for both the bicyclist and any pedestrians walking or running on the roadway / bike path. In addition if necessary a flagman will be used to control the foot / bicycle traffic if necessary during any unsafe work conditions that could cause injury to the public.

UNITED PACIFIC WORK PLAN ON SOUTH AREA CONTRACT:

1. Crew will inspect valve boxes while working on the roadway for any bees and will take appropriate action.
2. Crew will take extra precaution to protect the public during work hours including using a flag man to direct traffic or stop traffic in the work zone
3. Crew will utilize 36" to 48" work signs to notify the public of the work zone while working on the contract
4. Crew will utilize 28" cones to delineate the work zone with either caution or slow signs or both attached to the top of the safety cones
5. In the event of any type of accident to the public or UPS employees the crew foreman at the job site will immediately notify emergency help if necessary and the UPS main office, their immediate supervisor and the County of Los Angeles Flood Control office at the Imperial county yard.
6. UPS crew foreman shall stop traffic if debris is going on the bicycle path or for any other unsafe conditions that could occur during work hours.
7. UPS crew shall perform recon in proposed work area to identify bee hives and other potential hazards.



COUNTY OF LOS ANGELES

Confined Spaces Certifications

Certificate of Completion

*This is to certify that
Johnny Atkins
has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction
on July 15, 2003
Instructor: Stan Klopfenstein*

C.H.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

*This is to certify that
Miguel Quintero
has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction
on July 15, 2003
Instructor: Stan Klopfenstein*

C.H.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

This is to certify that

Eusebio Maldonado

*has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction*

on July 15, 2003

Instructor: Stan Klopfenstein

C.H.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

This is to certify that

Luis Gaona

*has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction*

on July 15, 2003

Instructor: Stan Klopfenstein

Certificate of Completion

*This is to certify that
Eloy Zuniga Zepeda
has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction
on July 15, 2003
Instructor: Stan Klopfenstein*

C.H.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Quality Control Plan
WORK PLAN
&
QUALITY ASSURANCE PROGRAM
FOR
County of Los Angeles

SOUTH AREA CONTRACT (2014-PA030)

submitted by:

UNITED PACIFIC SERVICES, INC.

**NOTICE OF REQUEST FOR PROPOSALS FOR
LANDSCAPE MAINTENANCE - South Area
(2014-PA030)**

**UNITED PACIFIC SERVICES, INC. - Work Plan
WEEKLY / ANNUAL SCHEDULE
Six man crew**

| Item | TYPE OF SERVICE | WEEK 1 | WEEK 2 | WEEK 3 | WEEK 4 | LOCATION / DESCRIPTION |
|------|---|--------|--------|--------|--------|---|
| 1. | Litter Control | yes | yes | yes | yes | Bicycle Rest Stops |
| 2. | Litter Control | yes | | | | Bicycle Trail East Side of L.A. River |
| 3. | Litter Control | yes | | | | Bicycle Trail West Side of Rio Hondo Channel |
| 4. | Litter Control | yes | | | | Bicycle Trail of the East Side of Rio Hondo Channel |
| 5. | Litter Control | | | yes | yes | Within 200' of the access gates at each crossing of the L.A. River |
| 6. | Litter Control | | | yes | yes | Within 200' of the access gates of each crossing of the Compton Creek |
| 7. | Litter Control | | | yes | yes | Within 200' of the access gates of each crossing of the Rio Hondo Channel |
| 8. | Litter Control | | | yes | yes | East side of the Rio Hondo Channel from Firestone Blvd. to Santa Ana Fwy. |
| 9. | Litter Control | | | yes | yes | From Whittier Blvd. to Whittier Narrows Dam |
| 10. | Litter Control | | | | | East side of Rio Hondo Channel from the Santa Ana Fwy. to Whittier Blvd. |
| 11. | Litter Control | | | | | In all areas not mentioned in items #1 through #10 |
| 12. | Litter Control | yes | | yes | | Along the Centinela Creek Channel |
| 13. | Litter Control | yes | yes | yes | yes | Along the Ballona Creek Channel |
| 14. | Litter Control | yes | yes | yes | yes | Along the Dominguez Earth Day sites |
| 15. | Work Location - Los Angeles River (east side) | yes | yes | yes | yes | East side of the channel from approx. 700 feet south of Ocean Blvd. to the confluence with the Los Angeles River and Rio Hondo Channel |
| 16. | Work Location - Los Angeles River (west side) | yes | yes | yes | yes | West side of the channel from Anaheim street to Southern Avenue in South Gate |
| 17. | Work Location - Compton Creek | yes | yes | yes | yes | Both side from the confluence with the Los Angeles River to Alameda Street south of 91 Freeway including Earth Day site south of Santa Fe Av |
| 18. | Work Location - Rio Hondo Channel | yes | yes | yes | yes | East side from the confluence with the Los Angeles River to Slautson Ave. and West side from the confluence with the Los Angeles River to FWY |
| 19. | Dominguez Channel Green Way Project | yes | yes | yes | yes | From Manhattan Beach Blvd west of Century Blvd. approx. 500' east of Century Av. to Rosecrans Blvd. to El Segundo Blvd. channel wall |
| 20. | Filliera Units | | yes | | yes | Five Filliera units approx. 4 by 6.5 feet at intersection of Garfield Ave and Abbot Kinney and Coeur D Alene and Abbot Kinney in Marina Del Ray |
| 21. | Irrigation system | | | | | Reschedule circuits (systems) twice per year |
| 22. | Moisture Sensing device | | | | | Check soil moisture all areas of the project during the year especially during the summer months |
| 23. | Manual operation of irrigation system | | | | | Manual operation of system, if necessary, will be done by assigned crews on an as-needed basis |
| 24. | Irrigation - Controllers cycle | | | | yes | Small cycle controllers through each station manually and automatically once a month |
| 25. | Irrigation repair - 24 hours | | | | | All landscape / irrigation areas of the contract |
| 26. | Irrigation Filters - remote control valves | | | | | All control valves along the river / channel |
| 27. | Irrigation Filters - mainline | | | | | Inspect / clean mainline filters, wye strainers, basket filters and filters at backflow twice a year all areas of the contract |
| 28. | Irrigation bubbler heads | | | | | Bubbler heads in wye pockets next to parapet walls inspected monthly to verify each wye is being watered. |
| 29. | Rodent Control | yes | yes | yes | yes | All areas shall be maintained free of rodents, but not limited to gophers, and ground squirrels. |
| 30. | Rodent Control - Rodenticide | | | | | All areas of the contract including the slopes, rock, and landscape areas |
| 31. | Monthly Maintenance Reports | | | | | Monthly maintenance report shall record all periodic, seasonal, additional work, and maintenance functions performed |
| 32. | Removal of Debris | yes | yes | yes | yes | Dump tickets to be submitted with each invoice. Material earmarked shall be delivered to an approved dump site. |
| 33. | Removal of Debris - Recycling | yes | yes | yes | yes | Landscape waste materials diverted from landfills to green waste recycling facilities shall be recorded on a monthly log |
| 34. | Removal of Debris - AB 939 | yes | yes | yes | yes | Shall seek "recycling" alternatives to cogeneration or daily landfill cover such as feedstock, composting, mulching, etc |
| 35. | Special Safety Requirements | yes | yes | yes | yes | Personnel shall observe all applicable State of California (Cal/OSHA) and Public Works safety requirements |
| 36. | Cutting of Seeded Grass/Wildflower | | | | | Shall be cut in an artisan-like manner without scalping or allowing excessive cuttings to remain to height of 3" to 4" |
| 37. | Seeding Grass/Wildflower - hydroseed | | | | | Hydro-seed during the winter months on an as needed basis including watering on an as-needed basis with 4,000 gallon truck |
| 38. | Tree Trimming and Care | yes | yes | yes | yes | Trim trees during the year, remove any dead, weak, diseased, insect-infested, damaged branches / limbs. Replace stakes damage |
| 39. | Stumpbush Trimming and Care | | yes | | yes | Prevent encroachment on adjacent property, maintain proper vertical clearance of 7' for pedestrian areas / 13' for vehicular roadways |
| 40. | Care of Ground Cover on Parapet Walls | | | | | Keep ground cover adjacent to roadways away from paved surfaces for natural appearance. Remove runners from night of lighting |
| 41. | Care of Vines on Parapet Walls | | | | | Remove dead / diseased vines as they develop. Trim channel side to no more than 2 feet below top of wall, once a year in Sept. |
| 42. | Weed Control - Seeded Grass/Wildflower | yes | yes | yes | yes | Remove/cut weeds within the grass/wild flower areas, as needed throughout the year to remove tops before the weeds go to seed |
| 43. | Weed Control - Stone and Gravel Areas | yes | yes | yes | yes | Remove weeds over 6 inches or groups of weeds spreading 12 inches or more growing in landscape stone areas / gravel areas |
| 44. | Weed Control - bicycle trails | yes | yes | yes | yes | Spray approved herbicide to control the growth of weeds by chemical weed control throughout the year. Remove as-needed |
| 45. | Weed Control - Landscape planted areas | yes | yes | yes | yes | Spray herbicide weed killer to control the growth of weeds by chemical weed control throughout the year. Remove as-needed |
| 46. | Check condition of all plants, trees and shrubs | yes | yes | yes | yes | Maintain / check condition of plants, shrubs and trees throughout the year. Report dead plants to Project Manager for replacement |

UNITED PACIFIC SERVICES, INC.
Quality Control Plan
Table of Contents

| <input checked="" type="checkbox"/> CHECK LIST | <u>Section</u> |
|---|-------------------|
| 1. ✓ Management Team | <i>Experience</i> |
| 2. ✓ Daily-Weekly Supervision | A. |
| 3. ✓ Work Schedule | B. |
| 4. ✓ Tree Work Performed | C. |
| 5. ✓ Shrubbery Trimming and Care | D. |
| 6. ✓ Tree Staking and Tying Requirements | E. |
| 7. ✓ Trim and Care of Ground Cover | F. |
| 8. ✓ Weed Control | G. |
| 9. ✓ Litter Control | H. |
| 10. ✓ Watering and Irrigation System Management | I. |
| 11. ✓ Rodent Control | J. |
| 12. ✓ Trash Removal Services | K. |
| 13. ✓ Hazardous Waste | L. |
| 14. ✓ Right-of-Way | M. |
| 15. ✓ Execution of Work | N. |
| 16. ✓ Air Quality | O. |
| 17. ✓ Toilet Facilities | P. |
| 18. ✓ Safety Requirements | Q. |
| 19. ✓ Best Management Practices (BMP) | R. |
| 20. ✓ Project Safety Official | S. |
| 21. ✓ Monthly Maintenance Report | T. |
| 22. ✓ Hours of Work in County | U. |
| 23. ✓ Equipment on Job Site | V. |
| 24. ✓ Labor Rate | W. |
| 25. ✓ Disposal of Materials | X. |
| 26. ✓ Compliance with Laws and Regulations | Y. |
| 27. ✓ Drug Free Workplace | Z. |
| 28. ✓ Public Safety / Traffic Control | AA. |
| 29. ✓ Complaint Log | BB. |
| 30. ✓ County of Los Angeles, Special Provisions | CC. |
| 31. ✓ Monthly Accounting | DD. |
| 32. ✓ Certified Arborists / Certified Pesticide Advisor | EE. |
| 32. ✓ Emergency Phone, Home, and Cell numbers | FF. |
| 33. ✓ Sample Work Sheets | GG. |
| 34. ✓ Mobil Communication | HH. |

EXPERIENCE

Management Team

United Pacific Services, Inc., has assigned Jack Mooring Eric Franklin and Leo Ramirez as Supervisors for the County of Los Angeles South Area contract.

- ◆ Mr. Mooring has over 20 years experience in governmental maintenance projects with over 35 municipalities, 5 counties and state of California Division of Transportation - Caltrans and is *Certified by the I.S.A. (# WC-0905), Certified by the National Arborist Association (#NAA-03268) and Certified in Cardio-Pulmonary Resuscitation (#AHA-24194)*. Currently he is supervising three contracts with the County of Los Angeles (L.A. River/Compton Creek, L.A. River/Rio Hondo, Coastal Spreading Grounds, County Malibu Landscape Maintenance and various County Tree Trimming projects).
- ◆ Mr. Ramirez has over 20 years experience in the management and maintenance of street trees, grounds maintenance, weed abatement, litter control, trash and debris removal for five municipalities and our current contracts with Los Angeles County. Mr. Ramirez has supervised the completion of three major County of Los Angeles contracts with the Division of Flood Control. The East Area Flood Channels were completed in the years 2000 and 2002. He also supervised the completion of the South Area Flood channels for year 2002 and 2004 and the completion of the San Gabriel River Projects for year 2002 and 2003 respectively. All County of Los Angeles contracts were completed on time and to county specifications. Mr. Ramirez is currently supervising our County of Los Angeles South Area contract and has done so for over the past ten years. He is also in charge of our County of Los Angeles contracts for the Dominquez Gap, East Area, Malibu and Montellano Slope.

Overseeing the project will be Mr. Eric L. Franklin, Vice President Field Operations

- ◆ Mr. Eric Franklin will be overseeing the project. Mr. Franklin has supervised the completion of Landscape maintenance contracts for over 25 municipalities and 4 counties in Southern California.

- ◆ Mr. Franklin is a *I.S.A. Certified Arborist (#WC-2158), Certified by the National Arborist Association (#NAA-03265), and Certified in Cardio-Pulmonary Resuscitation (#AHA-24191).*
Mr. Franklin is also a Certified Arborist/Utility Specialist by the I.S.A.
-

Mr. Franklin, Mr. Mooring, and Mr. Ramirez have full authority to make any and all decisions concerning additional work and represent United Pacific in all decisions concerning all projects. They can immediately make decisions on the job site and have the authority to execute any agreement concerning additional work or changing a work order or responding to any type of service request call.

MANAGEMENT TEAM

PROJECT SUPERVISORS: Jack Mooring - Tony Gomez

PROJECT DIRECTORS: Eric Franklin - Gus Franklin

PERFORMANCE OF WORK.

A. Daily - Weekly - Monthly Supervision:

1. Report to **County of Los Angeles** representative on a daily and/or weekly basis if performing work for the county.
2. Before starting work, UPS shall designate, in writing, a representative who shall have complete authority to act for UPS. UPS will also supply the County with a second alternate UPS representative. Any order given to the UPS supervisor or foreman shall be deemed delivered to the UPS main office.
3. Supervise tree trimming crew to maintain proper trim pattern.
4. Supervise planting crew to maintain proper quality control.
5. Supervise the landscape maintenance contract
6. Supervise irrigation repair and maintenance.
7. Report any injuries within one hour of occurrence.

8. Respond to any public complaints or questions concerning project immediately upon notification or no later than one hours of occurrence or as directed by county representative.
9. Final inspection of maintenance work to insure proper clean-up on a daily basis.
10. Maintain daily records of hours worked by each employee and work completed.
11. UPS's authorized representative shall meet with the **County of Los Angeles** representative for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job. Also UPS shall on each Friday or as directed by county staff submit to the county a weekly, biweekly, or monthly copy of daily work reports throughout the term of the contract. In addition, UPS shall advise the county representative of the following Week's schedule. Daily work records shall be formatted for easy translation into a program or computer software or as directed by county staff.
12. UPS will notify the county of any changes in start date of each location at least 24 hours in advance. Should UPS discontinue work for any reason, the **County of Los Angeles** must be notified immediately as to the rationale behind the shut-down and the restarting date of operations.

B. Work Schedule:

1. UPS will start the tree trimming, planting, irrigation and landscape maintenance operations within five working days of award of contract or as directed by county staff. UPS will, prior to commencing work, submit and gain approval of a weekly work schedule indicating the order, location, and completion of work based on the information provided by the county representative.
2. UPS will notify the **County of Los Angeles** of the work schedule on a daily and weekly basis. This schedule will be submitted for approval in writing at least 48 hours prior to the commencement of any maintenance

work in the county or as directed by the county representative.

3. Only one job site shall be worked at a time unless specifically approved in advance by the county Inspector or his authorized representative.
4. As soon as notified by the **County of Los Angeles** of award of contract UPS will meet with the County Representative to develop a preliminary work schedule for accomplishing the work on a monthly basis or as directed by county staff. Landscape Maintenance Schedule and Watering Schedule will be modified, as necessary, during the course of the contract, based on weather conditions especially during a heavy rain season.

C. Tree Work Performed:

1. Will be according to 1988 Pruning Standards of the Western Chapter ISA and the National Arborist Association and to the County of Los Angeles specifications (see detailed specifications of RFP)
2. UPS will raise lower limbs on the traveled road way where practical, to a minimum height of 12' feet or as directed by the County authorized representative from the edge of the roadway/bike path or fence line, without detracting from the natural shape of the tree.
3. UPS shall perform all work necessary to complete this contract in a satisfactory manner and shall provide all personnel, supervision, tools supplies, materials, equipment, transportation, and other incidentals necessary to perform the work.
4. UPS shall conduct weekly patrols at each facility / work location / channel and remove all trash discovered within 48 hours.
5. The term "trash" shall be synonymous and interchangeable with "debris" and shall include, but not limited to the following description:
 - a. All paper, styrofoam, shopping carts, tires, furniture, waste, bottles, cans, concrete pieces, wood scraps, construction debris, and other solid man-made material.
 - b. All tree cuttings, trimmings, and fallen trees and branches.
 - c. All dead foliage, dead shrubs, dead vines, dead trees, fallen

leaves, and other organic material.

6. UPS will maintain a written log of all complaints including the date, time of occurrence, location, problem, and action to be taken pursuant thereto or reasoning for non-action. Log is to be reviewed by the **County of Los Angeles** representative at the end of each day or as directed by the county. Pictures are to be taken at time of incident.
7. UPS will maintain good public relations at all times. Work will be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed with employees that are certified as tree workers and supervised by a Certified I.S.A. Arborist.
8. Hazardous Notifications: UPS will report to the **County of Los Angeles** representative any hazardous condition within one hour. In addition any tree defects, diseases or hazardous tree conditions will be reported within 24 hours.
9. Any activities found by the **County of Los Angeles** to be unacceptable will be rectified immediately. All other complaints shall be abated within 24 hours of occurrence by UPS.
10. UPS will be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work. The **County of Los Angeles** authorized representative will serve as mediator between the contractor and public if property or vehicular damage should occur during the course of work. Sign stands, delineators and/or cones shall be used to identify work site for vehicular and/or bicycle and pedestrian safety.
11. UPS will exercise precaution as necessary when working adjacent to electrical wires. In the event that aerial utility wires present a hazard to UPS's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified by UPS. UPS employs employees that are certified in electrical line clearing thru the ACRT, Inc. Institute of Arboriculture and Urban Forestry under their Electrical

Awareness Program. This certification is recognized by the National Arborist Association and meets all Federal Cal-OSHA regulations.

12. UPS shall provide a Mobil radio "Direct Connect" / cell phone to the County representative in order to communicate with all UPS crews and the UPS main office. This radio will be provided for the duration of all projects to immediately give the County representative the ability to give orders, receive instructions from headquarters and handle any complaints and other communication from Public Works.
13. Irrigation repair will be done within 24 hours of notification and any emergency irrigation repair will be done within two hours of occurrence.
14. No hook, gaffs, spurs or climbers will be used by anyone employed by UPS for tree trimming without the express written approval by the County of Los Angeles. Plants or other material growing on the trees shall be removed at ground level at time of tree trimming.
15. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
16. When trimming fungus, diseased or fire bright-infested tree limbs, bushes, or fronds, all pruning tools shall be cleaned after each cut with an approved disinfectant.

D. Shrubbery Trimming and Care:

1. UPS shall remove all dead, weak, diseased, insect infested, and damaged branches and limbs.
2. UPS shall prevent encroachment on adjacent property and into required proper vertical clearances, which are nine feet for pedestrian areas, 15 feet for vehicular roadways and to any and all **County of Los Angeles** specifications.
3. UPS shall prevent encroachment of shrubbery and/or tree and ground cover along curbs, roadways and sidewalks. UPS shall maintain the roadway and sidewalks and routinely remove weeds and debris.
4. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start. No stubs will be permitted.

5. All limbs 1-1/2 inches or greater in diameter shall be undercut to prevent splitting.
6. UPS shall remove and dispose of all trees which are downed by either natural or unnatural causes. UPS shall dig out stumps or unnatural causes. UPS shall dig out stumps or grind them to 12 inches below grade, remove the wood chips, and back fill the hole to grade with soil.
7. UPS shall trim shrubbery only to restrict growth of shrubbery onto the adjacent roads, driveways, and walkways. To maintain safe vehicular and pedestrian visibility at street crossings, all shrubbery, bushes, and hedges shall be kept trimmed to a maximum height of four feet or as directed by the **County of Los Angeles**.
8. UPS shall trim trees and shrubbery as directed in County of Los Angeles RFP proposal.

E. Tree Staking and Tying Requirements:

1. Replace missing or damaged stakes where the tree diameter is less than three inches.
2. Install stakes in those cases where the tree has been damaged and requires staking for support.
3. Check tree ties once a month and either retie or remove along with the stakes where the tree diameter is more than three inches. Removal of tree stakes may be requested by the County of Los Angeles representative for trees with a diameter less than three inches.
4. UPS shall stake and tie trees and shrubbery as directed in the County of Los Angeles RFP proposal.

F. Trim and Care of Ground Cover:

1. UPS shall remove all dead or diseased branches as they develop in the ground cover areas of the project.
2. UPS shall keep all ground covers adjacent to roadways away from the paved surfaces and street curbs.
3. Ground cover will be trimmed back by UPS crews in such a manner that

the edges look natural, not sheared off.

4. Pruning of ground cover, hedges, trees and bushes shall be done on a routine basis and be kept to a high landscape maintenance standard.

G. Weed Control:

1. Landscaped areas.
 - a. UPS shall remove all weeds before they reach two inches tall. All perennial weeds, morning glory, vine-type weeds, ragweed or other underground spreading weeds shall be kept under strict control.
 - b. Weeds may be removed by hand or by cultivation where appropriate. UPS will use pre-emergent weed control where necessary.
2. Stone, Gravel and Dirt Areas.
 - a. UPS shall remove all weeds over two inches tall or groups of weeds spreading 4 inches or more which are growing in the landscape stone, dirt areas, and decomposed gravel areas.
 - b. UPS shall remove the weeds either by hand, weed whipping, or by using chemical weed control.

H. Litter Control.

1. UPS shall remove paper, glass, trash, undesirable materials, and other accumulated debris within the landscape areas, including, but not limited to planted areas, rock areas, gravel areas, adjoining access roads and driveways, drains, and bicycle rest stops.
2. Trash containers shall be emptied once every two weeks by UPS or as directed by the **County of Los Angeles** representative.
3. Litter control shall be done on a routine basis and shall be monitored weekly. UPS shall perform litter control as directed by the County RFP.

I. Watering and Irrigation System Management:

1. UPS shall be responsible for the operation of the automatic irrigation controllers and management of the complete irrigation system to provide the proper amount of water to the various species of plants, trees, bushes, hedges and lawns.
2. Watering and Irrigation System Management shall be govern as directed

by the **County of Los Angeles** RFP. UPS shall adhere to these instructions or as directed by county staff.

3. UPS shall be responsible for the inspection and maintenance of the entire irrigation system and for the specific repairs/replacements as noted in RFP section, Scope of Work. The County of Los Angeles will be responsible for the repair or replacement of broken/worn-out components of the irrigation system: automatic controllers, back flow devices, gate valves, flow sensors, pressure regulators, strainers, filters, quick couplers, etc. or any vandalism that destroyed or damaged them. Upon request UPS shall supply the county with necessary irrigation technicians to repair any irrigation problems as they occur.
4. The County of Los Angeles will also be responsible for the inspection/certification of the mainline back flow devices located at each water service meter.
5. Irrigation system shall be under the supervision and management of UPS as directed by the guidelines in the RFP titled Work Description under irrigation systems.
6. In addition to other duties as called out in RFP under guidelines as outlined in section titled Irrigation systems, UPS shall respond to request received from the county representative pertaining to waterline breaks, etc. requiring an emergency response to shut off water or turn off the irrigation system (other than normal working hours).
7. UPS shall repair or replace damaged bubbler heads and risers as necessary.
8. UPS shall clean or replace clogged bubbler heads and risers as necessary.
9. UPS shall clean or replace clogged or damaged drip line emitters.
10. UPS shall repair/replace immediately all broken drip lines or emitters which are causing a loss of water creating pounding or erosion.
11. UPS shall maintain the filters for the drip system to help prevent the emitters from clogging. All filters at remote control valves shall be inspected by UPS crews and cleaned every two months. The location of

any filter found to be worn out during this inspection shall be reported to the **County of Los Angeles** representative within one week of the discovery and also included on the required monthly maintenance report.

12. UPS crews shall inspect and clean mainline filters, strainers, basket filters, and filters at the back flow devices twice a year.
13. UPS shall report to the county representative any filter found to be worn out during this inspection within one week of the discovery and also included on the required monthly maintenance report.
14. UPS shall report any missing valve box covers to the county representative by the end of the day and also include the information on the required monthly maintenance report.

J. Rodent Control:

1. UPS shall make an effort to maintain all areas under the proposal free of rodents, including, but not limited to gophers and ground squirrels.
2. The rodenticide product to be used shall be recommended by a licensed pesticide advisor to be approved by the **County of Los Angeles** authorized representative.

K. Trash Removal Services

1. The UPS on-site supervisor shall have a thorough knowledge of the needs of the Public Works' Zero-Tolerance Plan for the **County of Los Angeles** facilities and these specifications, terms, conditions, and requirements.
2. UPS shall log all trash removal request. Response shall be in the following priority:
 - a. Request from the Supervisorial District Staff.
 - b. Requests from the Area's Project Manager.
3. UPS shall maintain a zero-tolerance policy for the work location.
4. UPS shall respond to the Area's Project Manager's Priority Assignments within 24 hours (seven days per week). Emergency clean-up shall be within two hours of notification.

5. Remove trash from the work location as necessary when landscape maintenance work is being done, Monday through Friday.
6. Patrol the work location as necessary to maintain trash-free areas.
7. UPS shall provide Public Works with trash-free reports no later than the fifth day of each month with the monthly invoice. The monthly report shall include the following:
 - a. Number of crews utilized
 - b. Hours worked on the project
 - c. Request and constituent complaints.
 - e. Amount of trash removed
8. UPS shall remove all debris produced from the landscape maintenance services each day. No trash or debris is to be stockpiled within the Department's right-of-way, sidewalks, streets, lawn area and flower beds. UPS shall dispose of all material removed at an approved Greenwaste Recycling site. UPS shall submit all waste disposal receipts obtained from the landfill and/or Greenwaste Recycling facility on a monthly basis to the Project Manager.
9. UPS shall not allow any debris from its operations under all contracts to be deposited into any drain vaults, catch basins, street gutters, or storm drain systems in violation of the National Pollutant Discharge Elimination System (NPDES) Permit.
10. UPS crews will be prohibited from entering any channel bottoms when rapidly flowing water is present (Flood Maintenance Contracts).

L. Hazardous Waste

1. UPS shall not remove any hazardous waste.
2. UPS shall immediately notify the Project Manager of any hazardous material encountered while working within the County of Los Angeles Right-of-ways.

M. Right-of-Way (sidewalks, flower beds, streets, roadways, hill sides, slopes and curbs)

1. UPS shall conduct all of its activities and operations within the confines of Rights-of-Ways in a safe and professional manner.

2. UPS shall not allow any of its employees to use private property for eating, coffee breaks, or any other reason, or use water, or electricity from such property without written permission from the owner and the **county**.
3. If in the event UPS elects to encroach upon other lands, UPS shall first obtain written permission from the owner and provide evidence of such permission in writing to the **County of Los Angeles** prior to entering upon such lands and/or areas.
4. UPS shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

N. Execution of Work

1. UPS shall diligently execute the work to completion on all of the **County Los Angeles** contracts.
2. Manpower allocated to the project is based on the condition of each contract and/or project. UPS shall provide crews necessary to perform the project to the satisfaction of the County Representative. This includes allocating sufficient manpower to immediately bring the landscaped areas to standards as described in the RFP and to continue to maintain the landscaped areas under the **County of Los Angeles** specifications and direction.
3. UPS shall comply with any suspension when determined by the Project Manager that the suspension is necessary and in the best interest of the county. UPS shall comply immediately with any written order of the Project Manager (County Representative) suspending work.

O. Air Quality

1. UPS shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

P. Toilet Facilities

1. UPS shall provide and maintain portable enclosed toilets when required.
2. All toilet accommodations shall be maintained in a neat and sanitary condition.

Q. Safety Requirements.

1. UPS will observe all applicable Cal/OSHA and Public Works safety requirements while at Public Works' job sites.
2. UPS employees shall be required to wear safety equipment such as glasses, gloves, head gear, skin creams, respirators, etc.
3. UPS crews / employees shall be uniformed with safety orange shirts or safety orange reflective vests with dark blue pants while working on Flood Maintenance property or while working along streets or right-of-ways.. Gang attire, gang affiliation symbols, loose clothing, etc., shall not be permitted.
3. UPS crews / employees shall be prohibited from any type of horseplay, shoving, pushing, etc.. This type of behavior will not be tolerated by UPS. All UPS crews / employees must conduct themselves in such a way that creates a good public image. All contact with the public and Public Works employees shall be made in a courteous and businesslike manner.

R. Best Management Practices (BMP)

1. UPS shall implement the following BMP's for the prevention of storm water pollution in conjunction with all its activities and operations while working for the County of Los Angeles.
2. Waste Management
 - a. Solid Waste Management
 - b. Hazardous Waste Management
 - c. Sanitary / Septic Waste Management
3. Vehicle and Equipment Management
 - a. Vehicle and Equipment Cleaning
 - b. Vehicle and Equipment Fueling
 - c. Vehicle and Equipment Maintenance
4. Training
 - a. Employee / Subcontractor Training

S. Project Safety Official

1. UPS shall designate in writing a Project Safety Official who shall be thoroughly familiar with the UPS Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP).
2. UPS shall make available at all times its Project Safety Official to abate any potential safety hazards and shall have the authority to shut down an operation, if necessary.

T. Monthly Maintenance Reports:

1. UPS shall submit a proposed maintenance schedule prior to the start of the contract.
2. UPS shall maintain and keep current a monthly maintenance report that records when all periodic, seasonal, additional work and maintenance functions are performed by UPS crews.
3. This report form shall be provided by either the County Representative or by United Pacific Staff. The maintenance report shall be submitted by UPS to the **County of Los Angeles** representative biweekly and upon request, within three working days.

U. Hours of work in County:

1. UPS will observe all holidays recognized by the county and the county shall provide inspection for a 40 hour workshift (7:00 a.m. to 4:00 p.m. or as directed by the county) Monday through Friday, except on County observed holidays. No maintenance function that generate excessive noise which would cause annoyance or interference to the public in the area shall be commenced before 7:00 a.m. UPS shall reimburse the **County of Los Angeles** at rates established by the county for inspection in excess of the foregoing, including legal holidays. This shall be a deduction from final payment.
2. Night, Saturday, Sunday, and Holiday Work: No work shall be performed at night, on Saturdays, Sundays, or on the eleven legal holidays, to wit: New Years Day, President's Day, Dr. Martin Luther King Day, Memorial

day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, and Christmas. This does not apply to emergency work or as directed by county representative. UPS will schedule operations in accordance with the County's business hours and representative. **NO WORK SHALL BE PERFORMED WITHOUT THE PERMISSION OF THE PUBLIC WORKS DIRECTOR OR HIS/HER REPRESENTATIVE FOR THE COUNTY OF LOS ANGELES.**

3. Before performing any work at said times, UPS shall give notice to the **County of Los Angeles** so that proper inspection may be provided and so that appropriate noise and lighting standards may be imposed. "Night," as used in this paragraph, shall be deemed to include the hours from 6:00 p.m. to 7:00 a.m. of the next succeeding day.
4. No maintenance function that generates excessive noise which would cause annoyance to residents and/or public of the area shall be commenced before 7:00 a.m. A noise level limit of 86 dbA at a distance of fifty feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not.

V. Equipment on job site:

1. All aerial / tree equipment and landscape equipment will be certified. Said test and / or examination will meet with the requirements of the State of California. Division of Occupational Safety and Health, G.I.S.O. Title 8, G.I.S.O. Title 8, Article 24-3636 through 3648 and all referenced applicable A.N.S.I. standards contained therein.
2. UPS employees are enrolled in the Department of Motor Vehicles Employee Pull Notice Program.
3. Equipment is inspected daily with full maintenance every 8 weeks.

W. Labor:

1. Pay scale is based on the Prevailing Wage Rates as required in the State of California under Section 1771.
2. UPS employs a well balanced ethnic crew (75% minority) and firmly

believes in equal employment opportunities for all employees.

3. UPS shall pay a minimum of \$9.46 per hour under the County of Los Angeles Living Wage Program and shall pay any increases over the course of the contracts.
4. UPS shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him/her in connection with the County of Los Angeles project, if any.
5. UPS shall pay overtime hours over 8 hours of work per day and for over forty hours per week.

X. Disposal of Materials:

1. All tree branches, leaves / green waste etc. produced as a result of UPS's operations will be reduced reused, recycled, and/or transformed.
2. Weight slips or load slips for all material removed from the **County of Los Angeles** will be submitted to the county once a month with invoice.
3. All Greenwaste shall be Recycled under AB 939 guidelines.

Y. Compliance with Laws and Regulations:

1. UPS shall keep employees fully informed of and shall observe and comply with, and shall cause any and all persons employed to observe and comply with, all State, Federal, County and City, laws, ordinances, regulations, orders, and decrees which in any manner affect the conduct of the work.

Z. Drug Free Workplace:

1. UPS will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibitions.
2. UPS has established a Drug-Free Awareness Program to inform employees about the dangers of drug abuse in the workplace.

3. UPS's existing policy of maintaining a drug-free workplace and the penalties that will be imposed upon employees for drug abuse violations occurring in the workplace, taking appropriate action against such an employee, up to and including termination.

AA. Public Safety / Traffic Control:

1. UPS shall furnish, erect and maintain such lights, barricades, bridges and other devices as required by the City, State, Federal, and County "Public Safety" of the Standard Specifications. Should the **County of Los Angeles** point out the inadequacy of warning devices or should the County approve the location of warning devices, such action shall not relieve UPS of responsibility for public safety, nor abrogate his obligation to furnish and pay for these devices.
2. All construction signs to be used on the job site and on the approaches to the job site shall conform to those standards set forth by the State of California, Business and Transportation Agency, Department of Transportation, Manual of Traffic Controls, latest edition and WATCH (Work Area Traffic Control Handbook) and to the specifications of the County of Los Angeles.
3. Barricades shall be effectively reflectorized by having not less than one-half of the top board of the barricade covered with reflectorized sheeting surface or two 3-inch diameter reflector units. All other types of delineators shall have reflectorized sheeting, other reflective surfacing, or 3-inch unit reflectors.
4. All warning flashers shall be kept in good working order and each flasher shall have some type of reflective surface.
5. No material or equipment shall be stored where it will interfere with the safe passage of public traffic, and at the end of each day's work and at other times when landscape maintenance operations are suspended for any reason, UPS shall remove all equipment and other obstructions from that portion of the roadway / right-of-way and open for use by public traffic.

6. Spillage resulting from hauling operations along or across any public traveled roadway shall be removed promptly.
7. Whenever UPS's operations require one-way traffic or create a condition hazardous to the public traffic (vehicles, pedestrians, and bike traffic) UPS shall provide and station competent flagmen whose sole duties shall consist of directing the movement of traffic through or around the work. UPS shall also furnish such flaggers as are necessary to give adequate warning to traffic or public of any dangerous conditions as included in the various items bid.

BB. Complaint Log:

1. UPS will keep a manual complaint log with the locations and names of any and all complaints that could occur in the performance of this contract.
3. The complaint log will have the address, name, time, date, type of complaint, action taken, remarks and any other information required to properly document the complaint

CC. County of Los Angeles, Special Provisions:

1. All work performed by UPS crews shall be governed by the work descriptions as stated in the County RFP, Titled:

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

NOTICE OF REQUEST FOR PROPOSALS FOR LANDSCAPE

MAINTENANCE SERVICES SOUTH AREA (2014-PA030)

DD. Monthly Accounting:

1. UPS shall submit to the County of Los Angeles "Authorization Estimates" of any additional work that is to be charged at an hourly rate that is not part of the regular monthly maintenance. This additional charge will be added to a running total along with the monthly maintenance running total charge for each month of the contract. This will enable UPS and County staff to better monitor the monthly and annual cost. Under no circumstances will UPS exceed the "Base" amount of the contract without the express written authorization from the County of Los Angeles

authorized representative.

2. Prior to performing any additional work, UPS shall have a signed copy of any and all extra work by the County of Los Angeles authorized representative. This authorization sheet will also be dated and explain in detail the cost to be incurred including any irrigation parts to be used.
3. UPS will not charge the County of Los Angeles for any work performed beyond the BASE AMOUNT of any contract, unless the work was authorized in writing by the **County of Los Angeles**.

EE. Certified Arborists / Certified Pesticide Advisor

1. UPS will provide a Certified Arborist to assist the county on any and all matters concerning landscape maintenance issues including planting, irrigation repair, slope maintenance, tree and bush maintenance and ground cover maintenance.
2. UPS will provide a Certified Pesticide Advisor / Agricultural Pest Control Adviser to assist and advise the county on any and all matters concerning the use and application of herbicides and pesticides in the performance of this contract.

FF. Emergency phone, home and cell numbers:

| | | |
|--------------------------------------|--------|----------------|
| United Pacific Services | Office | (562) 691-4600 |
| | Fax | (562) 691-8839 |
| Gus Franklin, <i>President</i> | Home | [REDACTED] |
| | Cell | [REDACTED] |
| Eric Franklin, <i>Vice President</i> | Home | [REDACTED] |
| | Cell | [REDACTED] |
| Jack Mooring, <i>General Manager</i> | Home | [REDACTED] |
| | Cell | [REDACTED] |
| Tony Gomez, <i>Supervisor I</i> | Home | [REDACTED] |
| | Cell | [REDACTED] |

GG. Sample Work Sheets (County of Los Angeles Project)

1. See following pages - sample tracking sheets

COUNTY OF LOS ANGELES
LOS ANGELES RIVER - SOUTH AREA
CREW LOCATION

WEEK ENDING: _____

UNITED PACIFIC SERVICES, INC.
SCHEDULE OF WORK FOR COMING WEEK

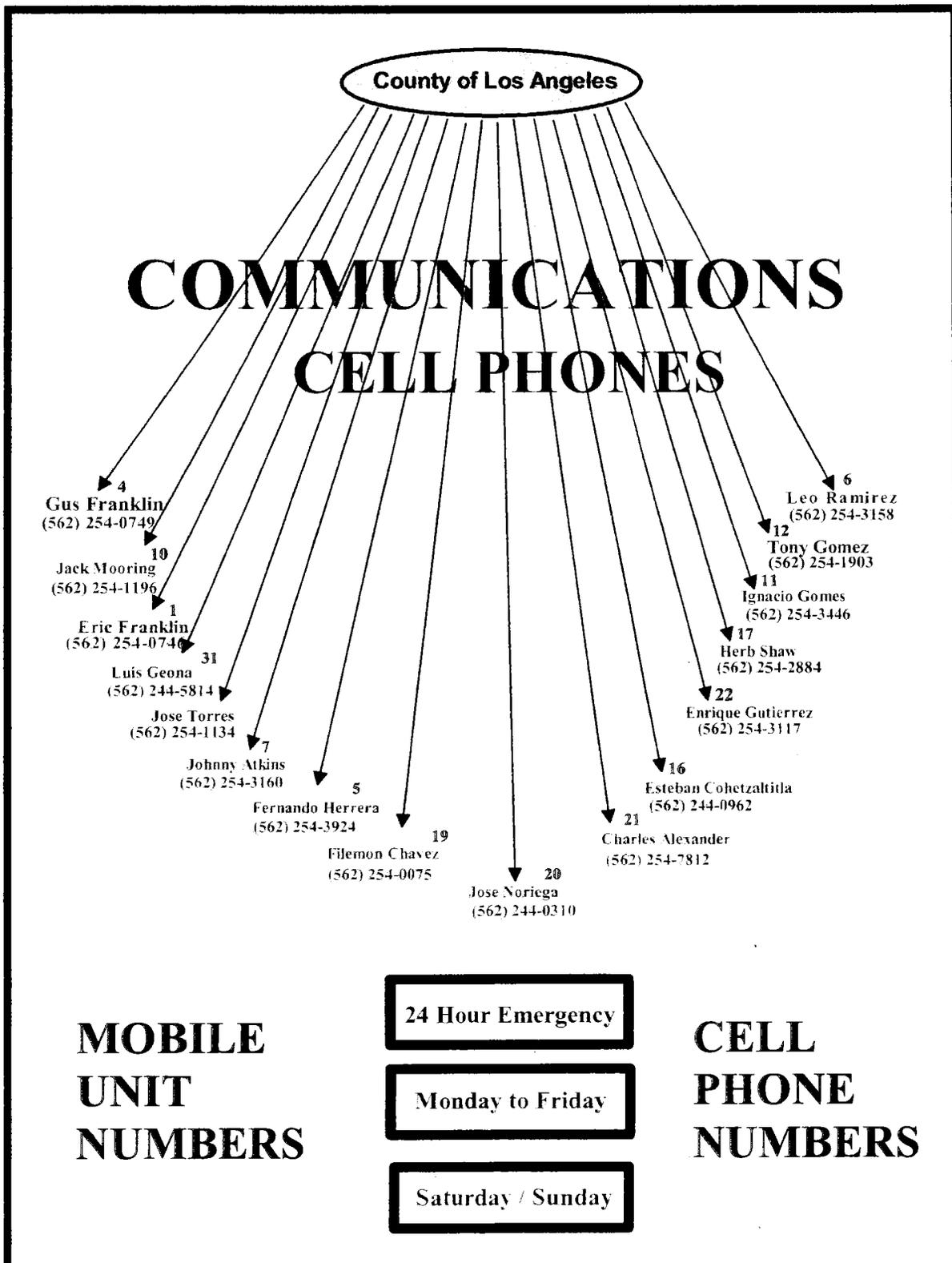
| CREW FOREMAN | Cell No. | Reg. No. of Emp. | Monday AREA | Tuesday AREA | Wednesday AREA | Thursday AREA | Friday AREA | Saturday AREA | Sunday AREA |
|---|----------|------------------|-------------|--------------|----------------|---------------|-------------|---------------|-------------|
| Enrique Gutierrez Landscape Crew | 22 | 5 | | | | | | | |
| Eusebio Maldonado Landscape Crew | 24 | 5 | | | | | | | |
| Jose Torres Tree Crew | 18 | 6 | | | | | | | |
| Tony Gomez Jr. Tree & Weed Crew | 12 | 6 | | | | | | | |
| Tony Gomez Sr. Tree Crew | 31 | 6 | | | | | | | |
| Ignacio Gomez Tree & Weed Crew | 11 | 6 | | | | | | | |
| Johnny Atkins Irrigation / Herbicide | 7 | 2 | | | | | | | |
| Abel Cohetzaltita Irrigation / Herbicide | 27 | 2 | | | | | | | |
| Leo Rameriez Irrigation / Repair | 6 | 1 | | | | | | | |
| Managers Gus Franklin Jack Mooring | 4 10 | 2 | | | | | | | |

* Remarks: The above United Pacific crew(s) work eight (8) hours per day from Monday thru Friday and six (6) hours on Saturday.

DATE: _____

AUTHORIZED SIGNATURE: _____

UNITED PACIFIC SERVICES
Mobile Radio Contact



HH.

Stormwater Pollution Control Plan

County of Los Angeles

Stormwater Pollution Control Plan

**County of Los Angeles
Department of Public Works**

Landscape Maintenance

By

**United Pacific Services, Inc.
120 E La Habra Blvd Suite #107
La Habra, CA 90631**

Prepared by: Frank J Pedraza,
RSO, RSA, RSM, CHSI, EMT, CHMI



Safety Training Specialists, Inc.

(800) 794-7233 ♦ FAX (626) 914-5901 ♦ www.stsosha.com ♦ Bilingual Nationwide Service ♦ Est. 1981

United Pacific Services, Inc.

Stormwater Pollution Protection Plan

Table of Contents

1. Certification
2. Policy
3. Assignment of Responsibility
4. Scope of Program
5. Recordkeeping
6. Daily Field Inspection Checklist
7. Stormwater Pollution Prevention Methods
8. Worker Training Policy
9. Training Attendance Record
10. Student Handbook
11. General Review Questions
12. Copy of Training Certificates

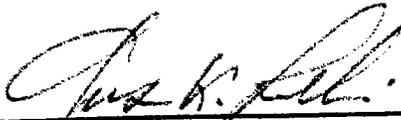
Certification

The Stormwater Pollution Prevention Plan has been prepared for the County of Los Angeles Department of Public Works.

The plan is designed to meet the applicable requirements and standards of a Stormwater Pollution Prevention Plan, pursuant to guidelines established by the State of California, State Water Resource Control Board under direction of the United States Environmental Protection Agency (USEPA) pursuant to Title 40 of the Federal Regulations (CFR) Parts 122, 123 and 124.

Additionally, upon the request of the County of Los Angeles, United Pacific Services, Inc. will make the necessary changes to the Stormwater Pollution Prevention Plan required to maintain its effectiveness.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision and are, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.



Gus Franklin, President
UNITED PACIFIC SERVICES, INC.

07-31-08
Date

Stormwater Pollution Prevention Program Policy

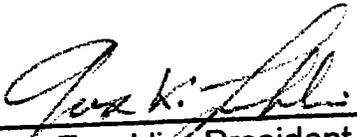
United Pacific Services, Inc. is a responsible California corporation committed to the protection of our state's precious natural resources by incorporating work procedures in its municipal, county, state and federal contracts.

United Pacific Services, Inc. will implement, maintain and monitor for effectiveness, a stormwater and non-stormwater and best management practices pollution prevention program.

United Pacific Services, Inc. will comply with all of the applicable County of Los Angeles policies, procedures, methods, and techniques necessary for the protection of the environment and water resources.

Additionally, United Pacific Services, Inc. will comply with all other local, state, county and federal regulations as set forth by the State of California Water Resources Control Board.

Furthermore, United Pacific Services, Inc. will follow the appropriate and applicable methods as indicated in the State of California – Caltrans Construction Site Best Management Practices manual.



Gus Franklin, President
UNITED PACIFIC SERVICES, INC.

07-31-08
Date

Assignment of Responsibility

The overall responsibility for the effective implementation and maintenance of the Stormwater Pollution Prevention Plan belongs to Gus Franklin, President of United Pacific Services, Inc.

The daily implementation and monitoring of the plan will be the responsibility of the following trained supervisors:

Gus Franklin
Jack Mooring
Eric Franklin

Tony Gomez
Leo Ramirez
Johnny Atkins

A Stormwater Pollution Prevention team is to be formed. The Pollution Prevention team is responsible for developing, implementing, maintaining and revising the Stormwater Pollution Prevention Plan. The respective responsibilities are summarized as follows:

- **Employee Trainer** – The Safety/Training Special Projects Officer is responsible for the employee training program including preparation of training documents and materials, and scheduling, coordinating and conducting training sessions.
- **Site Inspector** – The Safety Training/Special Projects Officer is responsible for conducting annual site inspections and preparing site inspection documentation.
- **Record Keeper** – The Safety Training/Special Projects Officer is responsible for archiving all documents associated with the Stormwater Pollution Prevention Plan including the site map, inspection reports, and spill reports.

Scope of Stormwater Pollution Prevention Program

United Pacific Services, Inc.'s Stormwater Pollution Prevention Program applicability is narrow in scope and limited to the prevention of discharge of pollutants into the County of Los Angeles storm drains and sewer systems, while performing landscape maintenance operations.

Therefore, the other standard specifications typically required in a Stormwater Pollution Prevention Program plan are applicable to the type of work performed by United Pacific Services, Inc. on the public streets and thoroughfares and channel right-of-ways of the County of Los Angeles.

Stormwater Pollution Prevention Program

United Pacific Service, Inc. will adhere to the County of Los Angeles contractor standards applicable to the company's scope of work. This will include, but not be limited to the following work practices:

1. Follow and maintain stormwater pollution prevention program best management practices to prevent stormwater and non-stormwater debris from tree cutting and trimming operation to landscape maintenance operations.
2. Perform daily field worksite inspections utilizing the written checklist.
3. Maintain a safe work environment to protect public and workers.
4. Report any vandalism, missing or damaged equipment of signs, hazards, potential hazards, or transient camps observed in the project sites, immediately upon such observation.
5. Maintain all project sites with a crisp, clean appearance at all times, using quality equipment, materials, and highly trained staff. All work shall be performed in a professional manner pursuant to these specifications.
6. Maintain a Daily Activities Log and communicate daily with County staff.
7. Provide fully equipped, skilled and well-trained staff, with licensed and/or certified Supervisors as required to handle the contract.
8. Modify or curtail certain tasks at the direction of the Maintenance Superintendent to accommodate other activities/operations.
9. Report any unlawful discharges of hazardous materials to the City's 911 system.

Recordkeeping

A copy of the stormwater pollution prevention program manual will be kept at United Pacific Services, Inc.'s corporate headquarters in La Habra, CA.

Copies of the stormwater pollution prevention program plan and the field daily inspection will be maintained at the field operations facility in South Gate, CA.

United Pacific Services, Inc.

Stormwater Pollution Prevention Program Daily Field Inspection Checklist

County of Los Angeles

Location: _____

Name: _____ Date: _____

| <u>Criteria</u> | <u>Yes</u> | <u>No</u> | <u>N/A</u> |
|--|------------|-----------|------------|
| 1. Worker safety meeting to include applicable SWPPP/Best Management Practice applicable to work location. | | | |
| 2. Visible evidence of hazards or hazardous materials or contaminants | | | |
| 3. Storm drains effectively protected to prevent stormwater and non-stormwater miscellaneous debris, etc. from entering. | | | |
| 4. Sewer manholes covered to prevent debris from entering the sewer system. | | | |
| 5. Generated debris removed regularly. | | | |
| 6. Work area left neat and clean. | | | |
| 7. Employees informed of the importance of good housekeeping. | | | |
| 8. Vehicles and equipment at the worksite visually inspected for fuel, lubricant or any other fluid leaks. | | | |
| 9. Emergency notification to County made for any significant observation or emergency. Date: _____ Time: _____ Report made to (name): _____ Action taken: _____ | | | |
| 10. Additional comments: _____ _____ _____ | | | |

Stormwater Pollution Prevention Methods

United Pacific Service, Inc. will utilize the following methods and techniques in applicable situations in order to prevent stormwater, non-stormwater and other discharges from entering sewers and storm drains including flood control channels.

Storm water is the runoff that results from rain falling on roadways, parking areas, roofs, disturbed soil, fueling areas, equipment, oil, solvent, waste storage areas, material piles, and other exposed areas. The runoff may transport pollutants to surface drainage systems and from there to storm drains or flood control channels.

The quality of storm water runoff from the facility is influenced by the materials and activities occurring on the facility which are exposed to rain. Storm water may contribute to the degradation of water quality in tributaries, rivers and the Pacific Ocean.

Pollutants that can potentially occur in storm water runoff and other discharges draining the facility include:

- Sediments or solids (dirt)
- Biological Oxygen-demanding materials
- Hydrocarbons (petroleum products, diesel fuel)
- Floatables (trash and debris)

Worker Training Policy

United Pacific Services, Inc. will coordinate, schedule and conduct stormwater pollution prevention and best management practices a minimum of once per year.

The purpose of this annual training is to review important policies, procedures, and techniques in order to maintain an effective stormwater pollution prevention plan.

Furthermore, as part of the training, the daily field inspections will be reviewed to make any required and necessary improvements to the training program.

Additionally, field crew supervisors will conduct tail-gate meetings on the work site to remind all workers of the importance of stormwater pollution prevention strategies and how they pertain to the County of Los Angeles Flood channels.

SAFETY TRAINING SPECIALISTS, INC.

presents a certificate of successful completion to:

Tony Gomez

employee of United Pacific Services.

Stormwater Pollution Control
Best Management Practices

March 24, 2008

Date of Completion

United Pacific Services
120 E La Habra Blvd
La Habra, CA 90631



Course Director

Frank J Pedraza,
RSO, RSA, RSM, CHSI, EMT, CHMI

800 794-7233

www.stsosha.com

SAFETY TRAINING SPECIALISTS, INC.

presents a certificate of successful completion to:

Gus Franklin

employee of United Pacific Services.

Stormwater Pollution Control
Best Management Practices

March 24, 2008

Date of Completion

United Pacific Services
120 E La Habra Blvd
La Habra, CA 90631

Frank J Pedraza

Course Director

Frank J Pedraza,
RSO, RSA, RSM, CHSI, EMT, CHMI

800 794-7233

www.stsosha.com

SAFETY TRAINING SPECIALISTS, INC.

presents a certificate of successful completion to:

Leo Ramirez

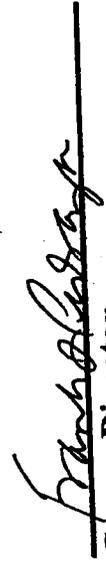
employee of United Pacific Services.

Stormwater Pollution Control
Best Management Practices

March 24, 2008

Date of Completion

United Pacific Services
120 E La Habra Blvd
La Habra, CA 90631



Course Director

Frank J Pedraza,
RSO, RSA, RSM, CHSI, EMT, CHMI

800 794-7233

www.stsosha.com

SAFETY TRAINING SPECIALISTS, INC.

presents a certificate of successful completion to:

Johnny Atkins

employee of United Pacific Services.

Stormwater Pollution Controls
Best Management Practices

March 24, 2008

Date of Completion

United Pacific Services
120 E La Habra Blvd
La Habra, CA 90631



Course Director

Frank J Pedraza,
RSO, RSA, RSM, CHSI, EMT, CHMI

800 794-7233

www.stsosha.com

SAFETY TRAINING SPECIALISTS, INC.

presents a certificate of successful completion to:

Jack Mooring

employee of United Pacific Services.

Stormwater Pollution Control
Best Management Practices

March 24, 2008

Date of Completion

United Pacific Services
120 E La Habra Blvd
La Habra, CA 90631

Frank J Pedraza

Course Director

Frank J Pedraza,
RSO, RSA, RSM, CHSI, EMT, CHMI

800 794-7233

www.stsosha.com

SAFETY TRAINING SPECIALISTS, INC.

presents a certificate of successful completion to:

Eric Franklin

employee of United Pacific Services.

Stormwater Pollution Control
Best Management Practices

March 24, 2008

Date of Completion

United Pacific Services
120 E La Habra Blvd
La Habra, CA 90631

Frank J Pedraza

Course Director

Frank J Pedraza,
RSO, RSA, RSM, CHSI, EMT, CHMI

800 794-7233

www.stsosha.com

Assigned Crew

Qualifications and Experience

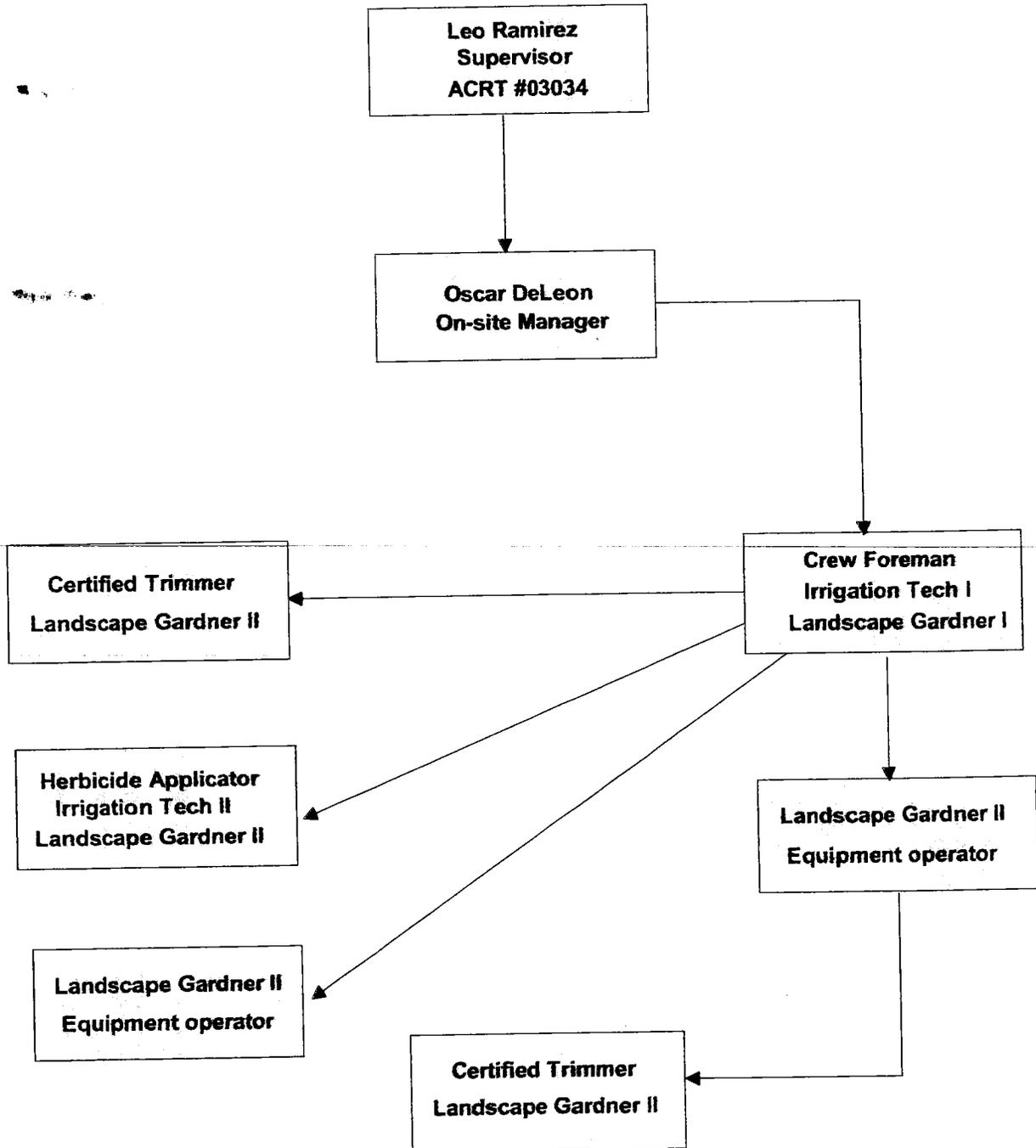
EMPLOYEE QUALIFICATIONS / EXPERIENCE

UNITED PACIFIC SERVICES, INC.

NAME OF CONTRACT: Landscape Maintenance Service for South Area (2014-PA030)

| | NAME OF EMPLOYEE | TITLE | YEARS OF EXPERIENCE | NAME OF CONTRACT | AMOUNT OF CONTRACT | TYPE OF WORK | YEAR |
|----|--|------------------------------------|---------------------|---|--|---|--|
| 1. | <p>Jack Mooring</p> <p>Cell # [REDACTED]</p> <p>I.S.A. #W3-0905A - Arborists</p> <p>I.S.A. #403 - Tree Worker</p> <p>ACRT. #03268 - Electrical</p> | General Manager | 35 | <ol style="list-style-type: none"> 1. City of Long Beach Queensway Bay 2. County of Los Angeles - As- Needed Tree Maintenance 3. Orange County Sanitation District 4. City of Simi Valley 5. San Diego Port District 6. County of Riverside | <p>475,000 per year for three (3) years total 1,425,000</p> <p>377,000 for 2009 Emergency Tree Work</p> <p>200,000 per year for five (5) years total 1,000,000</p> <p>400,000 per year total 800,000</p> <p>225,000 per year total 675,000</p> <p>375,000 per year</p> | <p>Landscape & Tree maintenance</p> <p>Tree maintenance</p> <p>Landscape & Tree maintenance</p> <p>Tree maintenance</p> <p>Tree maintenance</p> <p>Tree maintenance</p> | <p>2002 to 2014 (12 years)</p> <p>2002 to 2010 (8 years)</p> <p>2004 to 2009 (5 years)</p> <p>2008 to 2014 (6 years)</p> <p>2005 to 2010 (5 years)</p> <p>2005 to 2014 (9 years)</p> |
| 2. | <p>Leo Ramirez</p> <p>Cell # [REDACTED]</p> <p>ACRT #03034</p> <p>CPR 04-10-2004</p> <p>First Aid 04-10-2004</p> <p>Confined Space 07-15-03</p> <p>Irrigation Tech II</p> <p>Landscape Gardener I</p> | Supervisor (Area Manager) | 22 | <ol style="list-style-type: none"> 1. Landscape Maintenance - South area - County of Los Angeles 2. Landscape Maintenance Coastal Spreading Grounds Rio Hondo & San Gabriel - County of Los Angeles 3. Landscape Maintenance L.A. River/Compton Creek/ Rio Hondo - County of L.A. 4. Landscape Maintenance L.A. River/Rio Hondo - County of Los Angeles | <p>772,000 per year for five (5) years total 3,860,000</p> <p>156,000 per year for three (3) years total 468,000</p> <p>363,200 per year for three (3) years total 1,089,600</p> <p>353,175 per year for three (3) years total 1,059,525</p> | <p>Landscape & Tree maintenance</p> <p>Landscape & Tree maintenance</p> <p>Landscape & Tree maintenance</p> <p>Landscape & Tree maintenance</p> | <p>2002 to 2014 (12 years)</p> <p>2005 to 2007 (3 years)</p> <p>2002 to 2005 (3 years)</p> <p>2002 to 2005 (3 years)</p> |
| 3. | <p>Alejandro Castro</p> <p>CPR 06-10-2004</p> <p>First Aid 04-10-2004</p> <p>Irrigation Tech II</p> <p>Landscape Gardener I</p> | Landscape Gardner Tree / Landscape | 17 | <ol style="list-style-type: none"> 1. Orange County Sanitation District 2. Landscape Maintenance L.A. River/Compton Creek/ Rio Hondo - County L.A. 3. Landscape Maintenance L.A. River/Rio Hondo County of Los Angeles | <p>772,000 per year for five (5) years total 3,860,000</p> <p>363,200 per year for three (3) years total 1,089,600</p> <p>353,175 per year for three (3) years total 1,059,525</p> | <p>Landscape & Tree maintenance</p> <p>Landscape & Tree maintenance</p> <p>Landscape & Tree maintenance</p> | <p>2004 to 2009 (5 years)</p> <p>2005 to 2014 (10 years)</p> <p>2001 to 2004 (3 years)</p> |
| 4. | <p>Juan Perez</p> <p>Landscape Gardener II</p> <p>Irrigation Tech II</p> <p>Herbicide Applicator II</p> | Assistant Crew Foreman | 18 | <ol style="list-style-type: none"> 1. County of Los Angeles Landscape Maintenance South Area 2. County of Los Angeles Montellano Slope 3. County of Los Angeles Malibu Area 4. County of Los Angeles East Area | <p>772,000 per year for five (5) years total 3,860,000</p> <p>28,000 per year for three (3) years total 84,000</p> <p>70,000 per year total 140,000</p> <p>46,000 per year</p> | <p>Landscape maintenance</p> <p>Landscape maintenance</p> <p>Landscape maintenance</p> <p>Landscape maintenance</p> | <p>2008 to 2014 (6 years)</p> <p>2009 to 2014 (5 years)</p> <p>2009 to 2014 (5 years)</p> <p>2009 to 2014 (5 year)</p> |
| 5. | <p>Miguel Quintero</p> <p>Landscape Gardener II</p> <p>Certified Tree Trimmer</p> <p>Equipment operator</p> | Gardener II | 17 | <ol style="list-style-type: none"> 1. County of Los Angeles Landscape Maintenance South Area 2. County of Los Angeles Montellano Slope 3. County of Los Angeles East Area | <p>772,000 per year for five (5) years total 3,860,000</p> <p>28,000 per year for three (3) years total 84,000</p> <p>46,000 per year</p> | <p>Landscape Maintenance</p> <p>Landscape Maintenance</p> <p>Landscape Maintenance</p> | <p>2006 to 2014 (8 years)</p> <p>2009 to 2014 (5 years)</p> <p>2010 to 2014 (4 years)</p> |
| 6. | <p>Oscar DeLeon</p> <p>On-Site Manager</p> <p>Certified Irrigation Tech</p> <p>Grounds Maintenance II</p> <p>Equipment Operator</p> | On-Site Manager | 25 | <p>Landscape Maintenance</p> <p>Supervisor with the City of Long Beach for the Park Department and the Queensway Bay area of the city for fifteen years</p> | <p>Supervisor of Landscape Maintenance and Tree contracts for the City of Long Beach from 2000 to 2014. Oscar retired from city in 2014 and has agreed to join United Pacific as an On-site supervisor for the South Area Contract</p> | <p>Landscape Maintenance and Tree Maintenance on large city contracts for the past twenty-years with the City of Long Beach until his retirement in 2014</p> | <p>1994 to 2014</p> |

County of Los Angeles
Assigned Crew - South Area



EXPERIENCED CREW - County of Los Angeles Contracts

| Name of Employee | Years of Experience | Name of Contract | Date of Work | Type of Work |
|----------------------------|---------------------------|---------------------------------|--------------------|---------------------------|
| 1.) Leo Ramirez | 22 | L.A. County South Area | 2005 to 2014 | Supervisor/Manager |
| | | L.A. County Dominquez Gap | 2008 to 2014 | Supervisor/Manager |
| | | L.A. County East Area | 2008 to 2014 | Supervisor/Manager |
| | | L.A. County Malibu (Sanitation) | 2006 to 2014 | Supervisor/Manager |
| | | L.A. Montellano Slope | 2009 to 2014 | Supervisor/Manager |
| 2.) Oscar DeLeon | 27 | City of Long Beach | 1987 to 2014 | Landscape Manager |
| | | Landscape Monitor | | Supervisor of Queensway |
| | | Grounds Maintenance | | Bay - City of Long Beach |
| 3.) Alejandro Castro | 15 | L.A. County South Area | 2005 to 2014 | Crew Foreman/Laborer |
| | | L.A. County Dominquez Gap | 2008 to 2014 | Crew Foreman/Laborer |
| | | L.A. County Malibu (Sanitation) | 2006 to 2014 | Crew Foreman/Laborer |
| 4.) Eusebio Maldonado | 14 | L.A. County South Area | 2005 to 2014 | Landscape laborer |
| | | L.A. County Dominquez Gap | 2008 to 2014 | Landscape Laborer |
| | | L.A. County Malibu (Sanitation) | 2006 to 2014 | Landscape Laborer |
| 5.) Betha Luna | 12 | L.A. County South Area | 2005 to 2014 | Landscape Laborer |
| | | L.A. County Dominquez Gap | 2008 to 2014 | Landscape Laborer |
| | | L.A. County Malibu (Sanitation) | 2006 to 2014 | Landscape Laborer |
| 6.) Roberto Hernandez | 17 | L.A. County South Area | 2005 to 2014 | Landscape Laborer |
| | | L.A. County Dominquez Gap | 2008 to 2014 | Landscape Laborer |
| | | L.A. County East Area | 2008 to 2014 | Landscape Laborer |
| | | L.A. County Malibu (Sanitation) | 2006 to 2014 | Landscape Laborer |
| | | L.A. Montellano Slope | 2009 to 2014 | Landscape Laborer |
| 7.) Mauricio Cohetziltitla | 16 | L.A. County South Area | 2005 to 2014 | Landscape Laborer |
| | | L.A. County Dominquez Gap | 2008 to 2014 | Landscape Laborer |
| | | L.A. County East Area | 2008 to 2014 | Landscape Laborer |
| 8.) Miguel Quintero | 28 | L.A. County South Area | 2005 to 2014 | Crew Foreman/Laborer |
| | | L.A. County Dominquez Gap | 2008 to 2014 | Crew Foreman/Laborer |
| | | L.A. County East Area | 2008 to 2014 | Crew Foreman/Laborer |
| | | L.A. County Malibu (Sanitation) | 2006 to 2014 | Crew Foreman/Laborer |
| 9.) Arturo Ramirez | 6 | L.A. County South Area | 2005 to 2014 | Landscape Laborer |
| | | L.A. County Dominquez Gap | 2008 to 2014 | Landscape Laborer |
| | | L.A. County East Area | 2008 to 2014 | Landscape Laborer |
| | | L.A. County Malibu (Sanitation) | 2006 to 2014 | Landscape Laborer |
| | | L.A. Montellano Slope | 2009 to 2014 | Landscape Laborer |
| 10.) Juan Perez | 15 | L.A. County South Area | 2005 to 2014 | Irrigation tech /sprayer |
| | | L.A. County Dominquez Gap | 2008 to 2014 | Irrigation tech / sprayer |
| | | L.A. County East Area | 2008 to 2014 | Irrigation tech / sprayer |
| | | L.A. County Malibu (Sanitation) | 2006 to 2014 | Irrigation tech / sprayer |
| | | L.A. Montellano Slope | 2009 to 2014 | Irrigation tech / sprayer |

The above crew has worked for many years on various County of Los Angeles contracts and are currently working on five contracts that were awarded to United Pacific Services. They are a very experienced crew and know how to maintain the landscaping of the South Area contract. The South Area contract is rebidding and the new contract will allow our crew to do hydroseeding and watering on a regular basis. We are also bringing in the former Landscape Manager/Contract Monitor with the City of Long Beach for the past twenty-seven (27) years who will be in charge of the South Area contract as an on-site manager. Mr. Oscar DeLeon brings a wealth of knowledge and experience as a former Landscape Maintenance Manager with the City of Long Beach to United Pacific Services field operations. He will be assigned full time at forty hours per week as our new manager of the South Area Contract.

County of Los Angeles

Fifty (50) letters of Recommendations

From 1977 to 2008

\$75,000,000 in Contracts Completed

Gus K. Franklin
Fifty Letters of Recommendation
31 year period - 1977 to 2008



The following quotations have been taken from letters of recommendation that are on file and can be made available upon request. They demonstrate a long history of performing and completing governmental contracts for Cities, Counties, and State agencies in the State of California from 1977 to 2008. I have also included letters of recommendation that I have received from various Bonding Companies, Banks, a Federal Judge, Congressmen, Los Angeles Olympic Organizing Committee, Veterans Administration, S.O.S. Coral Tree Society, and other Businesses and Organizations over a 31 year period from 1977 to 2008. In the last thirty-one years I have successfully directed, supervised and completed contracts of over \$75,000,000 dollars for 75 municipalities, the State of California, and 7 California Counties.

Sincerely,

Gus K. Franklin, President



1. Alliant Driver Commercial Group - Bonding, January 12, 2008

"We have provided bonding for United Pacific Services for over 4 years. They have exhibited an excellent track record as well as maintained a high credit rating during that time. United Pacific has obtained bonding support for up to \$750,000 per project and if need be they could qualify for a larger amount. They are able to get close to \$2,000,000 in aggregate bonding as well".

Jay P. Freeman, CPCU, Jay P. Freeman



2. City of Santa Clarita, June 28, 2007

"I would like to take this opportunity to thank you for your participation in our 18th Annual Arbor Day celebration held at Central Park, on Saturday, May 19th, 2007. All of your efforts assisted the City in celebrating the environmental benefits of trees and helped to make our event a great success. Gus, thanks to you our mission to deliver a fun-filled day of activities and exhibits for the whole family was accomplished. Many thanks for all your help and contributions to our event, especially the free donations and free mulch. All of your support staff and the volunteer time they contributed are greatly appreciated".

Robert Sartain, Urban Forestry Supervisor Robert Sartain



3. Orange County Sanitation District, November 7, 2006

"On behalf of the Orange County Sanitation District I would like to extend my gratitude to you and your staff for the safe and professional manner in which you addressed the potentially explosive device incident on Wednesday, October 18, 2006. Given the probable danger of such a device, the response you and your staff provided mitigated the risk of possible loss of property and most importantly protected staff in the area. Your actions served as a model for those who find themselves in a similar situation with impending danger and set a good example for others to follow".

James D. Ruth, Interim General Manager James D. Ruth

4 County of Los Angeles, Department of Public Works, October 25, 2006

"Living Wage Compliance Review; The objective of the review was to ensure that the contractor's employees working on Public Works contracts were paid the living wage and to validate the accuracy of the payroll report submitted. The review includes examining, on a test basis, payroll and other related documents provided by the Contractor. For the period reviewed we did not find any material discrepancies concerning living wage".

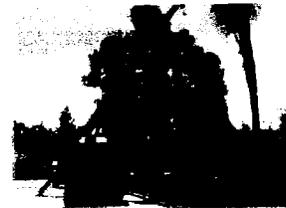
Raymond Low, Head, Internal Audit Group Raymond Low



5. City of Highland, January 17, 2005

"On behalf of the City of Highland residents and staff, I would like to extend our sincere appreciation to United Pacific for the excellent work they have done in weed abatement and tree trimming services for the City. Also, for the services at no cost performed at City Hall and on City owned properties totaling over \$6,000.00 in value. Thanks again for your generous gift and we are proud to have you as part of our team".

Sam Racadio, City Manager, Sam Racadio



6. Department of Transportation, January 23, 2004

"I would like to take this opportunity to thank you for your efforts to consistently include Disabled Veteran Business Enterprises (DVBEs) as subcontractors on State-funded highway contracts. Your efforts to include DVBEs in contracting activities has helped the California Department of Transportation (Department) meet and exceed the mandated three percent DVBE participation goal. The Department appreciates and salutes you in supporting the DVBE Program. The Department looks forward to your partnership as we "Build California" and deliver record levels of highway improvements in 2004".

Jeff Morales, Director Jeff Morales



7. City of Long Beach, January 12, 2004

"United Pacific Services has been the tree-trimming contractor for Queensway Bay, the Jewel of Long Beach, for the last 3 years. They are very professional, working safely and leaving the job site clean. I have no problem recommending them fully".

Oscar De Leon, Contract Monitor, Queensway Bay Oscar De Leon



8. County of San Bernardino, January 12, 2004

"This letter is intended to affirm the excellent service that United Pacific Services provided under a Request for Proposal process for the County of San Bernardino on the range of the various fire hazard abatement activities. Their length of service was from September 2000 to August 2002. During this period their responsiveness to inquiry and provision of the men and materials needed to efficiently and effectively address all work assignments was exemplary. Their professionalism was of such high caliber that we utilize their performance as a yardstick to measure others that have followed in the same form of work provision. I highly recommend this firm, with no reservations."

David Brackin, Abatement Supervisor David Brackin





9 City of Los Angeles - Harbor Department, January 12, 2004

"United Pacific Services, Inc. Is currently under contract to the City of Los Angeles, Harbor Department for tree trimming, removal, and planting. Because of the excellent service received from this company, we renewed their agreement for a second year. The employees at all levels have been responsive and professional. As a result of their knowledge and experience, our trees are in better condition than they ever have been".

Gary Striker, Park Maintenance Supervisor Gary Striker



10. City of Pico Rivera, May 13, 1998

"On behalf of the City of Pico Rivera Public Works and Recreation and Community Services Department, I would like to take this opportunity to thank your company for the excellent performance demonstrated during the 1997/98 Fiscal Year Tree Trimming Project. The project was completed on time, with no damage to City property and resulted in many favorable reports from the public. It is always a pleasure to work with people who keep commitments and who maintain high standards and let the work speak for itself".

Steven Castellanos, Asst. Deputy Director of P.W. Steven Castellanos



11. City of Highland, January 9, 2004

"United Pacific Services, Inc. Has provided contract tree trimming/removal services for the City of Highland since April 2001. Mr. Gus Franklin, owner of United Pacific Services has been affiliated with the City and its tree trimming program since March of 1995. Mr. Franklin was very instrumental in assisting the City with our tree trimming orders, recommendations on removals, and has excellent public relations skills with residents. The City has had a very positive working relationship with Mr. Gus Franklin and his staff for several years."

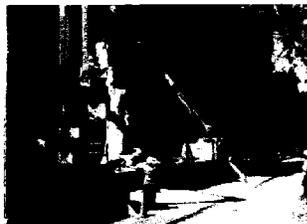
Larry M. Williams, Public Works Manager Larry M. Williams



12. Averbek Company, Insurance Brokers/Bonds, June 23, 1998

"We have provided surety credit for this account for several years. They have exhibited a tremendous track record to date and have excellent credit. They currently bond through Redland Insurance Company. Redland has provided surety credit up to the low seven figures per project. Please feel free to give a call if you should have any questions relative to the qualifications and/or bondability of this fine construction contractor".

Jay P. Freeman, Account Executive Jay P. Freeman



13. Department of Transportation - Caltrans, October 1, 1998

"It has been a while since completion of Contract 11-S881. But, I would like to take this opportunity thank you and your employees for the assistance in helping us to reduce our backlog of tree trimming work. This effort was a new experience for both of us and I was most pleased in your willingness in making adjustments and amendments to the contract to better meet our needs. These changes allowed us a more efficient mix of personnel and equipment to meet our needs as job requirements and work locations changed".

Jeff C. Morgan, Superintendent II Jeff C. Morgan

14. City of Norco, October 12, 1998

"On behalf of the City of Norco, we wish to thank you for participating in the Annual Country Jamboree. More than 8,000 people enjoyed the activities held at the Community Center along with the spectacular fireworks show held that evening. This year's Jamboree would not be possible without the generous support of organizations such as yourselves. Once again, thank you for your endless support. Your donation was truly appreciated".

Christopher L. Sorensen, Mayor Christopher L. Sorensen



15. Kellogg Supply, Inc., April 14, 1998

"I am glad that you are back in the industry and contemplating the thought of manufacturing product for us again. It appears that a relationship could benefit both organizations. I enjoyed the tour last week and am hopeful that a working relationship can develop".

H. Clay Kellogg IV, President H. Clay Kellogg IV



16. City of Highland, May 27, 1998

"Mr. Franklin's personnel have been exceptional. They are very organized when they arrive in the City, get the job done, communicate well with property owners when necessary, and if there are any complaints make every effort to get them promptly resolved. They also communicate well with City staff and make suggestions where they feel it is in the best interest of the City to do work other than requested. I would strongly recommend Mr. Franklin's Company to any agency for tree trimming and removal services".

Larry M. Williams, Public Works Manager Larry M. Williams



17. City of Norco, March 22, 1996

"In discussing your company's performance with Buddy Snipes, our Public Works Supervisor, I hear nothing but praise and gratitude for the professional and efficient manner with which you and your workers handle the City's tree maintenance needs. Buddy has advised me that of the companies that have performed tree maintenance services for the City of Norco previously, Mr. Franklin's is by far the best. We greatly appreciate your approach to performing the tree maintenance service, and it is a testimony to that approach that no claims for damages or resident complaints have been received by City Staff. Again, thank you for a job well done, and it is a pleasure to be able to work with your firm for an additional year".

Joseph S. Schenk, Director of Public Works Joseph S. Schenk

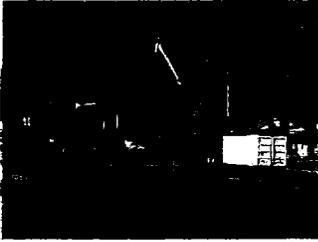


18. City of Arcadia, June 3, 1996

"I am pleased to write this letter for your file. Your crews have just finished our annual tree contract in May, 1996. More than 4,000 trees were trimmed and the overwhelming opinion of the Arcadia residents and myself was of a job well done. At all times you had one or two foremen on the job sites. Their appearance in white shirts and their knowledge was a great help to our residents who had many questions to ask. The traffic control and cleanup lived up to contract specifications and the daily worksheets you fixed, showing the cubic yards of debris removed, were a great help with my reports. In summary, it was a pleasure doing business with you".

Robert A. Lang, Parks & Grounds Superintendent Robert A. Lang

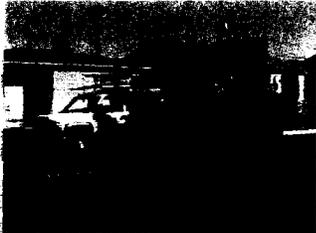




19. City of Simi Valley - Award of Contract on November 18, 1996

"Total points were determined for each firm's proposal and a ranking was established. The top-rated proposal from Mr. Franklin's Company received 331 of the 360 total possible rating points. The proposal submitted by the firm rated as second place earned 279 points. Based on the points its proposal earned, Mr. Franklin's proposal was selected as the most qualified firm with the best cost proposal".

Agenda Summary, City Council Meeting of November 18, 1996



20. City of Santa Fe Springs, November 29, 1995

"In behalf of the City of Santa Fe Springs, I would like to express the City's appreciation for your participation in this year's Christmas tree recycling program. Consolidated Disposal has agreed to provide the roll-off bins needed. With this combined effort, we feel certain that the program will again become a success. I want to thank you in advance for your generosity and participation in this years program".

Luis F. Collazo, Department of Planning and Development Luis F. Collazo



21. Union Bank, Priority Banking, December 8, 1994

"As of October 1994, Mr. Franklin has at his disposal, a \$175,000 line of credit with this institution. Union Bank/Priority Banking is happy to be working with you and Susan. We look forward to a long and mutually rewarding relationship together".

Kelly J. Cooke, Assistant Vice President Kelly J. Cooke



22. Amwest Insurance Company - Bond Division, September 27, 1994

"Mr. Franklin's company has been a client of Amwest Surety Insurance Company since their reentry into the Public Project Bidding Arena. Our research on the account shows it to be of the highest quality. Our research also shows that they have successfully performed all projects to date. They have performed well on Annual Maintenance Service Contracts to the \$ 1 million + Job Size. I would look favorably on issuing Bid and Final Bonds in the \$ 1 million + area if requested by Mr. Franklin".

Pat Dolan, Branch Manager Pat Dolan



23. City of Santa Fe Springs, February 11, 1993.

"Dear Mr. Franklin, On behalf of Santa Fe Springs City Council, please accept our gratitude for your contribution to the City's Christmas Tree Recycling Program. The program would not be possible without your support. Your continuing contributions and efforts toward this program helped preserve precious landfill space. Thank you again from the Santa Fe Springs City Council and residents".

Ronald S. Kernes, Mayor Ronald S. Kernes

24. Congress of the United States, May 17, 1991.

"Thank you for contacting me to ask that I co-sponsor H.J.Res. 69, to designate the Oak Tree as our national arboreal symbol. Because you have asked, you'll be happy to know that I have signed on as a co-sponsor. If I may be of any further assistance, please let me know".

Estaban E. Torres, Member of Congress Estaban E. Torres



25. City of Garden Grove, November 12, 1990.

"On Sunday, September 16, hundreds of Garden Grove employees, along with their families and friends, enjoyed the annual City of Garden Grove Employee Picnic at Garden Grove Park. On behalf of these employees, our City Council and residents, I would like to personally thank United Pacific Corporation for its donation which helped to make our event such a success. Please accept the enclosed plaque as a symbol of our sincere thanks. Your generosity and community spirit are greatly appreciated by all who participated".

Walt E. Donovan, Mayor Walt E. Donovan



26. UltraPower Malaga-Fresno, February 9, 1990.

"United Pacific Corporation has exhibited a level of professionalism rarely found in this business. The company principals have been extremely forthright and honest in all their dealings with us. We have shared data and ideas which have helped both parties achieve more efficient operating levels. Their equipment is up-to-date and well-maintained which, in addition to their highly honed management skills, contributes to their consistency. United Pacific Corporation has been a valuable addition to our biomass fuel supply organization and we're looking forward to many more years of this mutually beneficial business relationship".

R.C. Rodenbach, Fuel Procurement Manager R.C. Rodenbach



27. Sequoia Forest Industries, February 12, 1990.

"United Pacific's state-of-the-art equipment and product processes are ranked at the top of other competitive processing plants now in operation. Their volumes have continued to increase and the product quality has been excellent. In addition to United Pacific's ability to procure and process fuel materials, their relationship with the co-generation personnel and with the truck carriers has also been excellent. United Pacific has always responded quickly and with concern in solving any problems that may occasionally appear. I would judge their performance to date as being exceptional and hope to continue our current relationship into the future".

El Kessler, Fuel Procurement El Kessler



28. City of West Hollywood, October 14, 1985.



"The purpose of this communication is to share with you our sincere pleasure in the manner United Pacific is executing this contract. The modern equipment, uniformed personnel, and attention to community relations, indicates a dedicated commitment to excellence in municipal street tree trimming and tree removal. Without reservation, I commend their services and professionalism to your attention and consideration".

John Heilman, Mayor John Heilman

29. S.O.S. Coral Trees, September 26, 1985.



"On behalf of S.O.S. CORAL TREES, I would like to express our gratitude for the fine job that your firm did in trimming the coral trees on San Vicente Boulevard. It is my understanding that Gus, himself, directed the effort and thus deserves a large share of the credit. Again, we thank you and all of the community thanks you for your good work".

James A. Thomas, President S.O.S. CORAL TREES James A. Thomas

30. Peridian Group, June 22, 1984.



"I want you to know how pleased the Los Angeles Olympic Organizing Committee and Peridian Group are with your extensive tree trimming at Exposition Park in preparation for the 1984 Summer Olympiad. As you know, the park was in a sad state of neglect. Over 1,100 trees had not been trimmed or maintained for years and so after your crews moved through in record time under the able supervision of Gus Franklin, a transformation occurred. Now the historic park and former site of the 1932 Olympics is complete for the eyes of the world to see. As president of United Pacific Corporation you can be proud of a job well done".

Vincent Rie Takeuchi, Project Manager Vincent Rie Takeuchi

31. Los Angeles Olympic Organizing Committee, August 12, 1984.



"On behalf of the LAOOC Architecture and Construction Department, Ed Keen, Dan Stewart and I want you to know how grateful we are for your contribution in creating the biggest event in our lifetime. Because we all worked together as a team, we succeeded. All of our efforts have resulted in each of us becoming a part of history. Congratulations to each of you. Be proud of your contribution. As an expression of our gratitude, we are presenting you with this certificate. Display it with pride for you have earned it. Thank You and farewell. It was truly a great Olympics".

Tak Fujii, Associate Vice President Tak Fujii

32. Veterans Administration, October 25, 1983.

"I wish to thank and commend you on the very fine job you did pruning, thinning, and shaping the trees at the Los Angeles National Cemetery. Work was accomplished in a very short time and everything was done in a professional manner; it seemed everyone knew his job and did it with the expertise of a professional".

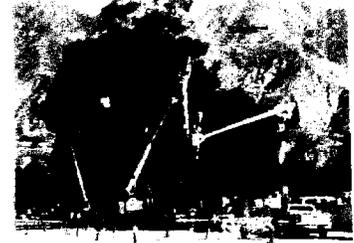
Juanita D. Walker, Director Juanita D. Walker



33. United States District Court, Chambers of Terry J. Hatter, Jr., October 4, 1983.

"Not only was the work the best we have seen with our palm trees in more than ten (10) years, but it was easily the most integrated group of workers that I have ever seen performing a city project".

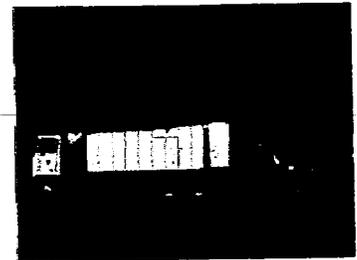
Terry J. Hatter, Jr., Judge United States District Court Terry J. Hatter, Jr.



34. City of Newport Beach, January 22, 1982.

"I would like thank you and your crews for the excellent performance during your tree trimming contract with the City of Newport Beach. The contract was completed very quickly and efficiently. Your crews worked very hard and demonstrated a high regard for public safety and private property"

Jack Brooks, Park Superintendent Jack Brooks



35. City of Beverly Hills, October 2, 1981.

"Mr. Franklin has a first-class operation which has exceeded my expectations in all areas, including trimming, traffic safety and clean-up. The mobil sweeper puts the finishing touch on an already superb job".

Don Boynton, Public Works Inspector Don Boynton



36. City of Yorba Linda, September 8, 1981.

"The City of Yorba Linda, Public Works Department, entered into a contractual agreement with Mr. Franklin's Tree Company in 1975, and the City has been very fortunate in being able to extend their present contract to this date. Their regard for the public safety and protection of private property adjacent to work sites is apparent and excellent".

Louie Gomez, Street Superintendent Louie Gomez





37. City of Carson, September 2, 1981.

"During the past several years Mr. Franklin's Tree Company has been selected by the City of Carson to perform a variety of tree trimming services totaling approximately Three-hundred and Fifty-Thousand (\$350,000.00) dollars. During that period of time, I am pleased to state that their work was performed most satisfactory and in accordance with the Plans and Specifications. The City of Carson found the firm to be most efficient and diligent in the prosecution of their responsibility".

Howard B. Homan, Director Parks and Recreation Department Howard B. Homan



38. City of La Habra, September 1, 1981.

"The work performed by this company has been superior in quality and quantity. Mr. Franklin has always been cooperative and very pleasant to do business with. I have found him to be highly reliable and honest, and do not hesitate to recommend his company to anyone inquiring about tree trimming contractors".

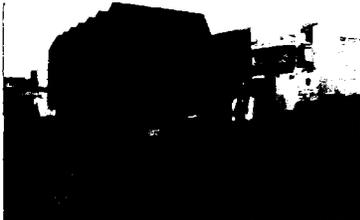
Manuel Torres, Tree Maintenance Foreman Manuel Torres



39. City of Buena Park, September 3, 1981.

"Mr. Franklin's Tree Company performed all of their work in a very professional and workmanlike manner, showing a high degree of experience and knowledge in arboriculture".

Gordon Smith, Supervisor/Street Trees Gordon Smith



40. Surety Insurance Company of California, May 5, 1981.

"Our Company is presently bonding Mr. Franklin, and we are prepared to extend credit to the extent of \$1,000,000 in the aggregate. It is our opinion that Mr. Franklin is a capable contractor with adequate resources to finance the work he undertakes".

Madeline Gentry, Assistant Manager, Surety Bond Department Madeline Gentry

41. City of Garden Grove, June 8, 1981.

"In the first phase, which called for trimming nearly 800 trees (Elms, Peppers, and Ficus) dispersed throughout several zones, the specifications were fully met. We had only one citizen call on a damaged sprinkler which you had repaired to the satisfaction of the property owner. One of our Council Persons publicly complimented the work performed by your crews. A copy of the minutes is enclosed. Overall, the price was unbelievable and quality of work, excellent. I am confident that the second phase, calling for trimming an additional 1,500 trees, will be equally satisfactory to all concerned".



Lou Herz, Parks Superintendent Lou Herz

42. City of Fountain Valley, September 4, 1981.

"The manner in which Mr. Franklin coordinated the scheduling, performed the trimming and clean-up was very satisfactory. Mr. Franklin's method of utilizing a street sweeper after trimming both expedited the clean-up and made a good impression for public relations. In addition, their efficient method of operation created no citizen complaints".



David L. Christensen, Field Supervisor/Parkway Maintenance David L. Christensen

43. City of Whittier, September 2, 1981.

"During the time that they have been under contract, they have handled the public contacts well. The company has always had the necessary bonding. The jobs have been completed in the required time. The specification for trimming has been followed as required in the contracts".



Emmett A. May, Tree Maintenance Supervisor Emmett A May

44. City of Fullerton, September 8, 1981.

"The work was done in difficult terrain and included a large variety of mature trees. Both the Community Services Department and Landscape Maintenance Department were satisfied with the quality of the work. The pruning operation, under the direction of foreman Chuck Patana, was very professional. The job was completed well within the contract time limit".



Kathy A. Greco, Community Services, Development Coordinator Kathy A. Greco



45. City of San Fernando, April 16, 1980

"The first phase in the initial year of your contract with the City of San Fernando is now completed and in behalf of the City, and myself, I wish to thank you for not only the thoughtful and courteous conduct that you and your staff displayed to all our citizenry, but also the expeditious and highly professional manner in which you completed the work. To trim, and this is predominantly a major trim, some 2,006 trees in less than six weeks, in a season of rainfall that was most intense and record breaking, must be and is considered the mark of a professional who is fully knowledgeable of every aspect of his job. It is a pleasure to have this working relationship with you and your excellent company".

Fred L. Morgan, P.E., Director Fred L. Morgan



46. City of Lynwood, June 10, 1980.

"Thank you for assisting this department in continuing its efforts to inform and serve the residents of Lynwood more efficiently".

Don V. Snavely, Director of Recreation & Parks Don V. Snavely



47. City of Lynwood, November 21, 1978.

"This Company has the capability of the most sophisticated and efficient street tree maintenance program. They maintain and operate a wide range of the most modern street tree equipment and vehicles with well trained crews. Mr. Gus Franklin personally supervises their operation and he has been extremely understanding and cooperative in his relationships with city employees and officials. The City of Lynwood is very pleased with the past performance of this Company and does not hesitate to endorse their services".

Don V. Snavely, Director of Recreation & Parks Don V. Snavely

48. City of Santa Ana, April 10, 1978.

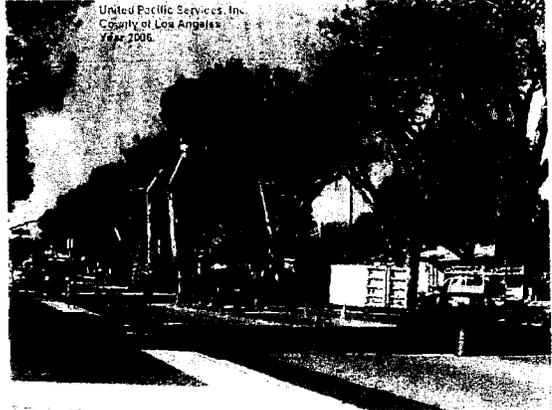


"Your tree maintenance contract with the City of Santa Ana has now been accomplished and at this time I would like to congratulate your Company on a job well done. Regard for public safety and protection of private property adjacent to the work sites was apparent. Citizen comment while work was in progress was of a positive nature. Excellent communications were established and maintained with our tree Supervisor, Jess Standridge, and when on several occasions it was necessary to return for additional work at a specific location your response was immediate. In all aspects this contract was executed in a highly professional manner. It's been a pleasure to have worked with you".

Robert E. Gresham, Director Robert E. Gresham

49. City of Los Angeles, December 6, 1977.

"All tree work performed by Mr. Gus Franklin was most satisfactory, and completed well within the time called for in the contracts".



Joseph L. Louthan, Superintendent Joseph L. Louthan

50. City of La Habra, December 5, 1977.

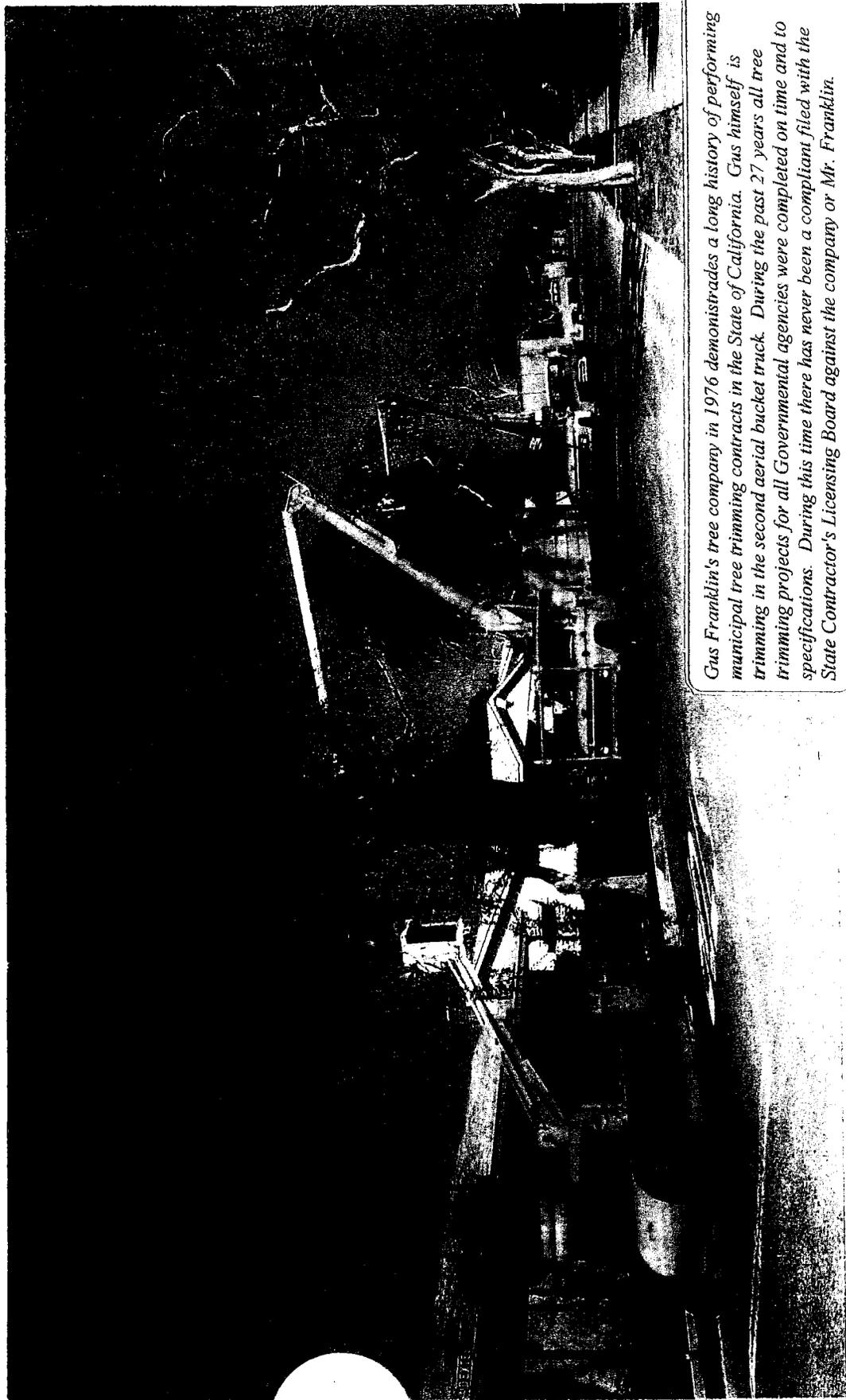
"This is to verify that the Tree Company under the ownership of Gus Franklin has done (2) contracts for us this year, consisting of a total of 640 trees, trimmed to our specification. All work performed by this Company was done to our specifications and to our satisfaction".



Manuel F. Torres, Tree Maint. Foreman Manuel F. Torres

The following picture demonstrates a long history of performing municipal tree maintenance for the City of La Habra. This picture was taken in 1976 and shows the trimming of elm trees on Dexter street in the city of La Habra. This contract was supervised by Manual Torres the City's Tree Supervisor. I have had the pleasure of living in the City for over twenty (20) years and currently reside at 1740 North Hills Drive.

CITY OF LA HABRA - 1976



Gus Franklin's tree company in 1976 demonstrates a long history of performing municipal tree trimming contracts in the State of California. Gus himself is trimming in the second aerial bucket truck. During the past 27 years all tree trimming projects for all Governmental agencies were completed on time and to specifications. During this time there has never been a complaint filed with the State Contractor's Licensing Board against the company or Mr. Franklin.

County of Los Angeles

REFERENCES

List of six (6) City and County References

List of eighteen (18) Government Contracts - \$24,134,000

REFERENCE LIST

The following is a list of some municipalities and county agencies United Pacific Services, Inc. (UPS) has completed contracts for during the past fourteen years. In addition to this list we have successfully completed contracts for thirty-five cities and four counties in southern California. All contracts were completed on time and to specifications. We have never been charged liquidated damages for failure to complete a contract on time nor have we had any claims against our General Liability Insurance, a perfect record.

City of Simi Valley

Agency Name

2008 to 2015 \$2,400,000
Start - End Date of Contract Amount to Date

Jerry Clark

Contact Name



Contact Number

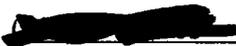
City of Fountain Valley

Agency Name

2009 to 2015 \$1,470,000
Start - End Date of Contract Amount to Date

Dale Schuck

Contact Name



Contact Number

City of Rancho Cucamonga

Agency Name

2009 to 2015 \$3,600,000
Start - End Date of Contract Amount to Date

David Peterman

Contact Name



Contact Number

County of Los Angeles

Agency Name

2008 to 2015 \$5,850,000
Start - End Date of Contract Amount to Date

Del Ortega

Contact Name



Contact Number

County of Riverside

Agency Name

2011 to 2016 \$1,250,000
Start - End Date of Contract Amount to Date

Mark Hughes

Contact Name



Contact Number

City of Los Angeles

Agency Name

2014 to 2015 \$830,000
Start - End Date of Contract Amount to Date

Nino Ilano

Contact Name



Contact Number

18 - GOVERNMENT REFERENCES

OVER 24,000,000 IN CONTRACTS

UNITED PACIFIC SERVICES, INC.

| No. | GOVERNMENT CONTRACTS | AMOUNT PER YEAR | TOTAL AMOUNT | CONTACT | Contract period | Phone Number | ADDRESS | TYPE OF WORK |
|-----|--|--------------------|---------------------|--------------------|-----------------|--------------|---|---|
| 1. | CITY OF Simi Valley (2 years + 4-option years) | \$400,000 | \$2,400,000 | Jerry Clark | 2008 to 2014 | [REDACTED] | 500 W. Los Angeles Avenue Simi Valley, CA 93065 | TREE MAINTENANCE |
| 2. | CITY OF RANCHO CUCAMONGA (Annual contract renewed each yr.) | \$550,000 | 2,750,000 | David Peterman | 2009 to 2014 | [REDACTED] | 8794 Lion Street Rancho Cucamonga, CA 91730 | TREE MAINTENANCE |
| 3. | COUNTY OF LOS ANGELES (1 year + 6-option years - South) | \$625,000 | \$4,375,000 | Del Ortega | 2009 to 2016 | [REDACTED] | 5525 East Imperial Hwy South Gate, CA 90280 | TREE MAINTENANCE LANDSCAPE MAINTENANCE |
| 4. | COUNTY OF LOS ANGELES (1-year contract) | \$2,000,000 | \$2,000,000 | Nathan Birdwell | 2011 to 2012 | [REDACTED] | 900 South Fremont Ave Alhambra, CA 91803 | TREE MAINTENANCE |
| 5. | CITY OF HAWTHORNE (3-year contract) | \$110,000 | \$330,000 | Corrine Stirege | 2010 to 2013 | [REDACTED] | 4455 West 126th Street Hawthorne, CA 90250 | TREE MAINTENANCE |
| 6. | CITY OF LONG BEACH (4-year contract) | \$175,000 | \$700,000 | Oscar Delson | 2010 to 2013 | [REDACTED] | 2760 Studebaker Road Long Beach, CA 90815 | TREE MAINTENANCE |
| 7. | CITY OF SIMI VALLEY (2-years + 6-option years) | \$370,000 | \$2,960,000 | Jerry Clark | 2011 to 2019 | [REDACTED] | 500 W. Los Angeles Avenue Simi Valley, CA 93065 | TREE MAINTENANCE |
| 8. | COUNTY OF LOS ANGELES (1 year + 6-option years - D. Gap) | \$256,000 | \$1,792,000 | Del Ortega | 2010 to 2017 | [REDACTED] | 5525 East Imperial Hwy South Gate, CA 90280 | TREE MAINTENANCE LANDSCAPE MAINTENANCE |
| 9. | COUNTY OF RIVERSIDE (5 year contract) | \$675,000 | \$3,375,000 | Mark Hughes | 2011 to 2016 | [REDACTED] | 4080 Lemon Street, 8th floor Riverside, CA 92501 | TREE MAINTENANCE |
| 10. | CITY OF REDONDO BEACH (4 years + 4-year option) | \$195,000 | \$1,560,000 | Joe Lodinsky | 2011 to 2019 | [REDACTED] | 1513 Beryl Street Redondo Beach, CA 90277 | TREE MAINTENANCE |
| 11. | COUNTY OF LOS ANGELES (10-year contract - Malibu) | \$82,000 | \$820,000 | Jeff Bouse | 2009 to 2019 | [REDACTED] | 900 South Fremont Ave Alhambra, CA 91803 | TREE MAINTENANCE LANDSCAPE MAINTENANCE |
| 12. | CITY OF FOUNTAIN VALLEY (4-year contract) | \$223,000 | \$892,000 | Jeff Holum | 2010 to 2014 | [REDACTED] | 10200 Slater Avenue Fountain Valley, CA 92708 | TREE MAINTENANCE |
| 13. | COUNTY OF LOS ANGELES (3-year contract - East Area) | \$70,000 | \$350,000 | Erin Lomas | 2009 to 2014 | [REDACTED] | 900 South Fremont Ave Alhambra, CA 91803 | TREE MAINTENANCE LANDSCAPE MAINTENANCE |
| 14. | CITY OF LAWRENCE (3-year contract) | \$120,000 | \$600,000 | Jack Martin | 2013 to 2018 | [REDACTED] | 14717 Burin Avenue Lawrence, CA 90280 | TREE MAINTENANCE |
| 15. | CITY OF COMMERCE (1-year + 1 year option) | \$140,000 | \$280,000 | Hector Orozco | 2013 to 2014 | [REDACTED] | 2535 Commerce Way Commerce, CA 90040 | TREE MAINTENANCE |
| 16. | CITY OF JURUPA VALLEY (5-year contract) | \$150,000 | \$750,000 | Roy Stevenson | 2012 to 2017 | [REDACTED] | 8304 Limonite Avenue Jurupa Valley, CA 92509 | TREE MAINTENANCE |
| 17. | CITY OF VERNON (3-year contract) | \$25,000 | \$75,000 | Scott Rigg | 2013 to 2016 | [REDACTED] | 4305 Santa Fe Avenue Vernon, CA 90058 | TREE MAINTENANCE |
| 18. | CITY OF GOLETA (5-year contract) | \$175,000 | \$875,000 | Robert Morgenstern | 2010 to 2015 | [REDACTED] | 6735 Hollister Ave Goleta, CA 93117 | TREE MAINTENANCE |
| | TOTAL | \$6,341,000 | \$24,134,000 | | | | | |

LICENSES

State Contractors License

QAL - Qualified Applicators License

State of California Pest Control Business License

Agricultural Pest Control Registration Number

Pest Control Advisor License



State of California
Department of
Consumer
Affairs

State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **790590**

Entity **CORP**

Business Name **UNITED PACIFIC SERVICES INC**

Classification(s) **C27 C61/D49**

Expiration Date **01/31/2015**

www.csib.ca.gov



County of Los Angeles

No. 5000185

AGRICULTURAL PEST CONTROL REGISTRATION

For Calendar Year Ending December 31, 2014

Name: UNITED PACIFIC SERVICES, INC. 562-691-4600
(TELEPHONE)

Address: 5529 LEEDS STREET SOUTH GATE CA 90280
(STREET) (CITY) (STATE) (ZIP)

THIS CERTIFIES that the above named individual or firm has been duly registered in accordance with Section 11732 of the California Food and Agricultural Code, and is entitled to engage for hire in the County of Los Angeles in the business of pest control of the types listed below:

- (A) Residential, Industrial and Institutional
- (B) Landscape Maintenance
- (C) Right-of-Way
- (D) Plant Agriculture
- (E) Forest
- (F) Aquatic
- (G) Regulatory
- (H) Seed Treatment
- (P) Microbial Pest Control

- (I) Animal Agriculture
- (J) Demonstration and Research
- (K) Health Related
- (L) Wood Preservatives (Subcategory of A and C)
- (M) Antifouling Paints or Coatings Containing Tributyltin (Subcategory of A)
- (N) Sewer Line Root Control (Subcategory of A)
- (O) Field Fumigation
- (Q) Maintenance Gardener

Agricultural Commissioner/Director of Weights and Measures

County of Los Angeles

Date: December 30, 2013

Agent: ERIC L FRANKLIN
State Business License No. 32512

Revised PUE-05 (2-09)



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: **January 01, 2014**
EXPIRES: **December 31, 2015**

**PEST CONTROL BUSINESS MAIN
LICENSE**

LICENSE NO. 32512

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address

UNITED PACIFIC SERVICES, INC.
5529 LEEDS ST
SOUTH GATE, CA 90280

Business Location

UNITED PACIFIC SERVICES, INC.
5529 LEEDS ST
SOUTH GATE, CA 90280

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

PEST CONTROL BUSINESS COUNTY REGISTRATION
PR-PML-059 (REV. 3/02)

STATE OF CALIFORNIA
DEPARTMENT OF PESTICIDE REGULATION
PEST MANAGEMENT AND LICENSING BRANCH

| | | |
|--|---|---|
| CARD IMPRINT AREA (ATTACH COPY OF PEST CONTROL BUSINESS LICENSE) REGISTRATION FEE RECEIVED \$ <u>75.00</u> COUNTY OF VENTURA AGRICULTURAL COMMISSIONER P.O. BOX 889 SANTA PAULA, CA 93061 CK # <u>22740</u> | REGISTRATION EXPIRATION DATE: DECEMBER 31, <u>2014</u> (YEAR) | |
| | FOR REGISTRATION IN COUNTY OF: <u>VENTURA</u> | BUSINESS LOCATION <input checked="" type="checkbox"/> MAIN <input type="checkbox"/> BRANCH |
| BUSINESS NAME <u>United Pacific Services</u> | | BUSINESS LICENSE NO. <u>32512</u> |
| ADDRESS: <u>5529 Leeds Street</u> | | TELEPHONE NUMBER <u>(562) 691-4600</u> |
| CITY <u>South Gate</u> | ZIP CODE <u>90280</u> | DATE <u>01/22/14</u> |
| QUALIFIED APPLICATOR'S SIGNATURE <u>Eric L. Franklin</u> | | CONDITIONS ATTACHED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| Restricted Material(s) Possession Permit No. <u>N/A</u> (No restricted Material may be possessed except in accordance with any attached condition(s). This is not a permit to apply.) | | DATE <u>1/29/2014</u> |
| AGRICULTURAL COMMISSIONER'S SIGNATURE <u>H.S. Gonzales By: [Signature]</u> | | IMPRINTING COUNTY'S OFFICIAL SEAL |

Distribution: Yellow - Pest Control Business White Cardslock - CAC

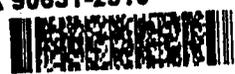
dpr DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE: 01/01/2013
VALID THROUGH: 12/31/2014

QAL: 101277 BC

ERIC L FRANKLIN
120 E LA HABRA BL STE 107
LA HABRA CA 90631-2310



VENTURA COUNTY
Agricultural Commissioner 27913

815 E. Santa Barbara Street, Santa Paula, CA 93060
Remit to: P.O. Box 3937, Ventura, CA 93006-3937
Telephone: (805) 933-2926 or (805) 477-1620

DATE 1/29/14

NO. CERTS.

PURCHASER OR CONSIGNOR

ADDRESS ERIC Franklin
United Pacific Services, Inc.

CASH
 CHECK 22740
 CHARGE

OTHER INFORMATION AS NEEDED

Licensee Information:
Emergency Contact Phone No.:
(562) 254-0749

Employer: United Pacific Services, Inc.

Street Address 5529 Leeds Street

City South Gate

Zip Code 90280

Telephone (562) 691-4600
X225 or X226

Valid Medical Certificate? (for pilots only) Yes No

RECEIVED
COUNTY OF VENTURA
JAN 29 2014
AGRICULTURAL COMMISSIONER
SANTA PAULA

| | | |
|-------------------------------------|---------------------|--|
| <input type="checkbox"/> AVOCADOS | <u>2014</u> | |
| <input type="checkbox"/> LEMONS | <u>Registration</u> | |
| <input type="checkbox"/> ORANGES | | |
| <input type="checkbox"/> SEED | | |
| <input type="checkbox"/> QUARANTINE | | |



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QAL

QUALIFIED APPLICATOR LICENSE

License #: 101277

EXPIRES: 12/31/2016

Categories: BC

ISSUED: 01/01/2015

ERIC L FRANKLIN
4931 E ASHFORD AVE
ORANGE CA 92867



This License must be shown to any representative of the Director or Commissioner upon request.

SIGNATURE

This person is qualified to apply or supervise the application of pesticides pursuant to Division 6, Chapter 8 of the Food and Agricultural Code in the categories indicated on the face of this card.

This License does not authorize any person to engage for hire in the Business of pest control. A DPR Pest Control Business License is required, in addition to this Qualified Applicator License to engage in the Business of Pest Control for hire.

License Categories

- | | |
|---|-------------------------------|
| A. Residential, Industrial, and Institutional | I. Animal Health |
| B. Landscape Maintenance | J. Demonstration and Research |
| C. Right of Way | K. Health Related |
| D. Plant Agriculture | L. Wood Preservation |
| E. Forest | M. Antifouling-Tributyltin |
| F. Aquatic | N. Sewer Line Root Control |
| G. Regulatory | O. Field Fumigation |
| H. Seed Treatment | P. Microbial Pest Control |

dpr DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM 

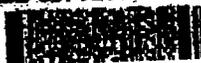
AGRICULTURAL PEST CONTROL ADVISER LICENSE

DATE OF ISSUE
01/01/2014

VALID THROUGH
12/31/2015

PGA 129241
EDWARD P MEDEIROS
36902 CLUB HOUSE DR UNIT 9A
LAGUNA HIGUEL CA 92677

ABDEG



Edward P. Medeiros

SIGNATURE

This license is issued to the person named to act as an agricultural pest control adviser pursuant to Division 6, Chapter 6 of the Food and Agricultural Code in the categories indicated on the face of this card.

This license must be shown to any representative of the Director or Commissioner upon request.

License Categories

- | | |
|--|----------------------------|
| A. Insect, Mite, and other invertebrates | E. Weeds |
| B. Plant Pathogens | F. Defoliation |
| C. Nematodes | G. Plant Growth Regulators |
| D. Vertebrate Pest | |

MEMBERSHIPS



County of Los Angeles

Government Endorsement Signatures

Nine (9) Government Endorsement Signatures for 2012

Six (6) Government Endorsement Signatures for 2004

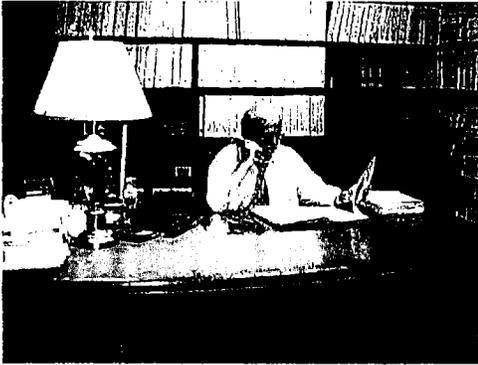
Fourteen (14) City Endorsement Signatures

1984 Summer XXIII Olympic Games Certificate of Merit

List of fifty (50) Letters of Recommendation from 1977 to 2008

UNITED PACIFIC SERVICES, INC.

Gus K. Franklin, President.



I have been contracting with various cities and counties for tree maintenance work since 1971. For over forty years I have successfully supervised the completion of contracts for 85 municipalities and county agencies at a value exceeding \$92,000,000 dollars. During this time period all contracts were completed on time and to specifications. I have never been charged liquidated damages nor have any claims been filed against my General Liability Insurance. We look forward to adding new clients to our list of satisfied government agencies. Please review the following partial list of our municipal and county clients for

2012 below. I have also received 10 Government Endorsement Signatures rating United Pacific as excellent in 2004 and 14 City Endorsement Signatures in 1981 (see historical information).

GOVERNMENT RECOMMENDATIONS - Year 2012

The following Government Employees certify that United Pacific Services, Inc. (UPS) has completed all contracts on time and to specifications. They recommend our company as a qualified and knowledgeable firm in the execution of GOVERNMENT tree trimming and removal contracts. We have all the necessary equipment to complete the work in a timely manner and meet contract deadlines. For additional information please contact the listed phone numbers below.

Municipalities and County Agencies

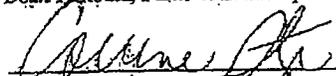
- 1.) City of Long Beach
(562) 577-8490


Theresa Maceyka, Park Maint. Supervisor

- 2.) City of Rancho Cucamonga
(909) 477-2730 ext. 4137


Dean P. Rodia, Parks & Landscape Maint. Superintendent

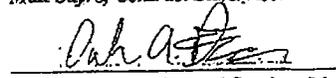
- 3.) City of Hawthorne
(310) 349-1662


Corrine Strey, Park Maintenance Supervisor

- 4.) County of Riverside
(951) 955-6899


Matt Sayre, Contract Supervisor

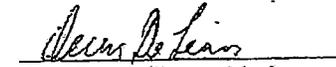
- 5.) City of Fountain Valley
(714) 593-4605


Dale A. Schuck, General Services Manager

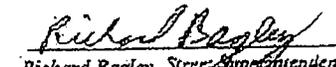
- 6.) County of Riverside
(951) 830-6860


Mark Hughes, Landscape Maint. District (LMD) Supervisor

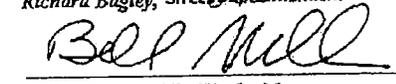
- 7.) City of Long Beach
(562) 577-8437


Oscar DeLeon, Contract Monitor

- 8.) City of Jurupa Valley
(951) 332-6464


Richard Bagley, Street Superintendent

- 9.) City of Goleta
(805) 968-6848

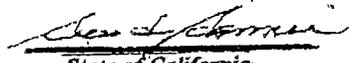
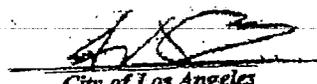
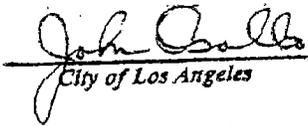

Bill Millar, Public Works Manager

UNITED PACIFIC SERVICES, INC.

EVALUATION REPORT January of 2004

SIX GOVERNMENTAL SIGNATURES

The following Governmental agencies were asked to evaluate United Pacific Services overall performance. This evaluation is based on past and current contracts either completed or in progress. It is based on the following: Poor = 2 Fair = 4 Satisfactory = 6 Good = 8 Excellent = 10

| Signed Signatures: | | 2 | 4 | 6 | 8 | 10 |
|--|---|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| | | Poor | Fair | Satisfactory | Good | Excellent |
| Oscar De Leon, ██████████ |  City of Long Beach | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Saeed Samie, ██████████ |  State of California | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Gary Striker, ██████████ |  City of Los Angeles | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Larry Williams, ██████████ |  City of Highland | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| John Osollo, ██████████ |  City of Los Angeles | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Dave Brackin, ██████████ |  County of San Bernardino | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

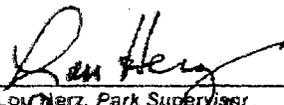
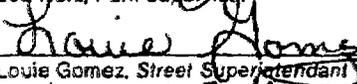
City Endorsement Signatures

Gus K. Franklin

To Whom it May Concern:

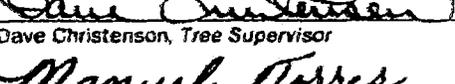
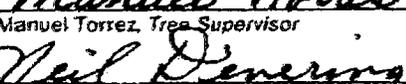
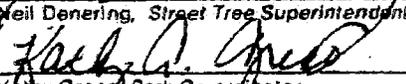
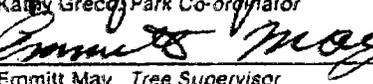
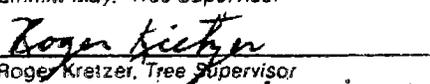
During the past twenty-five years I supervised the completion of over \$50,000,000 in contracts for more than 70 southern California municipalities. All contracts were completed on time and to specifications. There has never been a claim on our Liability Insurance, nor has any complaint been filed against our State Contractors License. During this same period of time I supervised and completed numerous contracts for the counties of San Bernardino, Riverside, Ventura, Orange, Kern, San Diego and Los Angeles. I am recognized in California as one of the foremost contractors in the performance and completion of Governmental maintenance Contracts. Upon my request the following city officials recognized by accomplishments and Outstanding performance in the Organization, Direction, Supervision, Safety Programs and Completion of their contracts by their signed endorsements below.

Respectively:

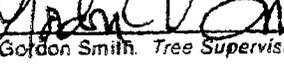
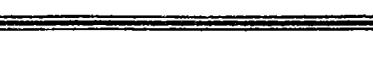
1. CITY OF GARDEN GROVE

Lou Merz, Park Supervisor
2. CITY OF YORBA LINDA

Louie Gomez, Street Superintendent
3. CITY OF CARSON

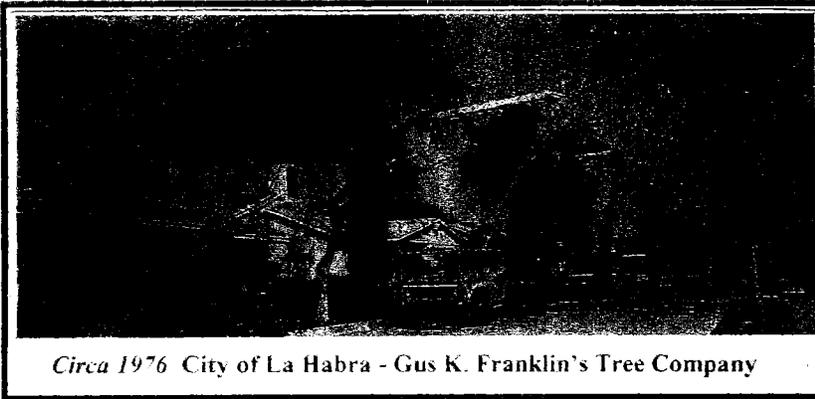
Howard Homan, Park Director
4. CITY OF SANTA ANA

Clint Jones, Tree Supervisor
5. CITY OF LYNWOOD

Don Snavely, Park Director
6. CITY OF FOUNTAIN VALLEY

Dave Christenson, Tree Supervisor
7. CITY OF LA HABRA

Manuel Torres, Tree Supervisor
8. CITY OF LOS ANGELES

Neil Denering, Street Tree Superintendent
9. CITY OF FULLERTON

Kathy Greco, Park Coordinator
10. CITY OF WHITTIER

Emmitt May, Tree Supervisor
11. CITY OF PARAMOUNT

Roger Kretzer, Tree Supervisor
12. CITY OF SAN FERNANDO

Dave Salabar, Street Superintendent
13. CITY OF SO. EL MONTE

W.B. Ho, Park Supervisor
14. CITY OF BUENA PARK

Gordon Smith, Tree Supervisor



Circa 1976 City of La Habra - Gus K. Franklin's Tree Company

UNITED PACIFIC SERVICES, INC.
FIFTY (50) LETTERS
OF RECOMMENDATION
GUS K. FRANKLIN
31 YEAR PERIOD
(1977 to 2008)

The following letters of recommendation cover a 31 year period of completing over \$60,000,000 in governmental contracts for 70 Municipalities, 7 California Counties and the State of California (Caltrans). From 1977 to 2008 all governmental contracts were completed under the direction and supervision of Gus K. Franklin and represents an

excellent past record of accomplishments of completing Tree, Landscape and Weed Abatement maintenance contracts on time and to specifications in the State of California. Upon request these letters will be made available.

| <u>AGENCY</u> | <u>RECOMMENDATION BY:</u> | <u>YEAR</u> |
|---|---|-------------|
| 1.) Alliant Driver Commercial Group / Bonding | Jay P. Freeman, CPCU | 2008 |
| 2.) City of Santa Clarita | Robert Sartain, Urban Forestry Supervisor | 2007 |
| 3.) Orange County Sanitation District | James D. Ruth, Interim General Manager | 2006 |
| 4.) County of Los Angeles | Raymond Low, Internal Audit Group | 2006 |
| 5.) City of Highland | Sam Racadio, City Manager | 2005 |
| 6.) Department of Transportation | Jeff Morales, Director | 2004 |
| 7.) City of Long Beach | Oscar De Leon - Contract Monitor | 2004 |
| 8.) City of Highland | Larry M. Williams - Public Works Manager | 2004 |
| 9.) County of San Bernardino | David Brabin - Abatement Supervisor | 2004 |
| 10.) City of Los Angeles | Gary Striker - Park Maintenance Supervisor | 2004 |
| 11.) City of Pico Rivera | Steven Castellanos - Asst. Deputy Director | 1998 |
| 12.) City of Highland | Larry M. Williams - Public Works Manager | 1998 |
| 13.) Averbeck Company / Bonding | Jay P. Freeman - Account Executive | 1998 |
| 14.) State of California - Caltrans | Jeff C. Morgan - Superintendent II | 1998 |
| 15.) City of Norco | Christopher L. Sorensen - Mayor | 1998 |
| 16.) Kellogg Supply, Inc. | H. Clay Kellogg IV - President | 1998 |
| 17.) City of Norco | Joseph S. Schenk - Director | 1996 |
| 18.) City of Arcadia | Robert A. Lang - Park Superintendent | 1996 |
| 19.) City of Simi Valley | City Council Meeting | 1996 |
| 20.) City of Santa Fe Springs | Luis F. Collazo - Planning and Development | 1995 |
| 21.) Union Bank | Kelly J. Cooke - Assistant Vice President | 1994 |
| 22.) Amwest Surety / Bonding | Pat Dolan - Branch Manager | 1994 |
| 23.) City of Santa Fe Springs | Ronald S. Kernes - Mayor | 1993 |
| 24.) Congress of the United States | Estaban E. Torres - Member of Congress | 1991 |
| 25.) City of Garden Grove | Walt E. Donovan - Mayor | 1990 |
| 26.) UltraPower Malaga-Fresno | R.C. Rodenbach - Fuel Manager | 1990 |
| 27.) Sequoia Forest Industries | El Kessler - Fuel Procurement | 1990 |
| 28.) City of West Hollywood | John Heilman - Mayor | 1985 |
| 29.) S.O.S. Coral Tree Society | James A. Thomas - President | 1985 |
| 30.) Peridian Group | Vincent Rie Takeuchi - Project Manager | 1984 |
| 31.) Los Angeles Olympic Committee | Tak Fujii - Associate Vice President | 1984 |
| 32.) Veterans Administration | Juanita D. Walker - Director | 1983 |
| 33.) United States District Court | Terry J. Hatter Jr. - Federal Judge | 1983 |
| 34.) City of Newport Beach | Jack Brooks - Park Superintendent | 1982 |
| 35.) City of Beverly Hills | Don Boynton - Public Works Inspector | 1981 |
| 36.) City of Yorba Linda | Louie Gomez - Street Superintendent | 1981 |
| 37.) City of Carson | Howard B. Homan | 1981 |
| 38.) City of La Habra | Manuel Torres - Tree Maintenance Foreman | 1981 |
| 39.) City of Buena Park | Gordon Smith - Supervisor/Street Trees | 1981 |
| 40.) Surety Insurance Company / Bonding | Madelaine Gentry - Assistant Manager | 1981 |
| 41.) City of Garden Grove | Lou Hertz - Park Superintendent | 1981 |
| 42.) City of Fountain Valley | David L. Christensen - Supervisor / Parkway Maintenance | 1981 |
| 43.) City of Whittier | Emmett A. May - Tree Maintenance Supervisor | 1981 |
| 44.) City of Fullerton | Kathy A. Green - Development Coordinator | 1981 |
| 45.) City of San Fernando | Fred L. Morgan - Director | 1980 |
| 46.) City of Lynwood | Don V. Snaveley - Director of Parks | 1980 |
| 47.) City of Lynwood | Don V. Snaveley - Director of Parks | 1978 |
| 48.) City of Santa Ana | Robert E. Gresham - Director | 1978 |
| 49.) City of Los Angeles | Joseph L. Louthan - Superintendent | 1977 |
| 50.) City of La Habra | Manuel F. Torres - Tree Maintenance Foreman | 1977 |

The above letters of recommendations are from the following:

| | | |
|---------------------------------------|--|--------------------------------|
| 1. Mayors (4) | 10. Tree Supervisors (3) | 19. Branch Managers (2) |
| 2. Director of Public Works (3) | 11. Park & Tree Superintendent (1) | 20. Park Maint. Supervisor (1) |
| 3. Vice Presidents (5) | 12. Project Manager (1) | 21. Public Works Manager (1) |
| 4. Presidents (2) | 13. Public Works Inspector (1) | 22. Contract Monitor (1) |
| 5. Congressmen (1) | 14. Planning Coordinator (1) | 23. City Manager (1) |
| 6. Federal Judge (1) | 15. Community Coordinator (1) | 24. Other (4) |
| 7. Fuel Managers (1) | 16. Asst. Director of Public Works (1) | |
| 8. Parks & Grounds Superintendent (1) | 17. Street Superintendents (4) | |
| 9. Field Supervisors (2) | 18. Director of Parks (1) | |

International Society of Arboriculture

I.S.A. Certifications

Key Personnel - Assigned Crew

I.S.A. Certified Arborist / Utility Specialist

I.S.A. Certified Arborist

I.S.A. Certified Tree Worker

ACRT, Inc. Institute of Arboriculture and Urban Forestry Certifications

Contractors State License Board Certificate of Qualifiers - C27 & C61/D49

Registered Consulting Arborist

UNITED PACIFIC SERVICES, INC.

KEY PERSONNEL - CERTIFICATIONS

| NO. | EMPLOYEE | MUNICIPAL - COUNTY - STATE YEARS OF EXPERIENCE | CERTIFICATIONS | POSITION |
|-----|-----------------------|---|---|--|
| 1. | ERIC FRANKLIN | 20 | I.S.A. CERTIFIED ARBORIST LICENSE NO. # WC-2158 I.S.A. CERTIFIED UTILITY SPECIALIST LICENSE NO. # WC-2158 ACRT. LINE CLEARING - CERTIFICATION NO. # 03268 CAL LICENSE NO. # 95200 STATE CONTRACTORS LICENSE QUALIFIER # C77 | Vice President Field Supervisor |
| 2. | JACK MOORING | 25 | I.S.A. CERTIFIED ARBORIST LICENSE NO. #W3-0905A I.S.A. CERTIFIED TREE WORKER LICENSE NO. #403 ACRT. LINE CLEARING - CERTIFICATION NO. #03268 | Vice President General Manager |
| 3. | GUS FRANKLIN | 40 | STATE CONTRACTOR LICENSE QUALIFIER # C61-D49 ACRT. LINE CLEARING - CERTIFICATION # 03263 | President |
| 4 | RENEE MOORING | 15 | I.S.A. CERTIFIED ARBORIST LICENSE NO. #WE-10452A | AREA SUPERVISOR |
| 5 | ROBERT PILZ | 20 | I.S.A. CERTIFIED LICENSE NO. #WE-9676A | AREA SUPERVISOR |
| 6 | JOSE TORRES | 15 | I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1601 | Crew foreman - Tree trimmer |
| 7 | EVAN WHITMARSH | 12 | I.S.A. CERTIFIED TREE WORKER LICENSE NO. 2021L | Tree trimmer |
| 8 | JULIAN JIMENEZ | 21 | I.S.A. CERTIFIED TREE WORKER LICENSE NO. 446 | Tree trimmer |
| 9 | SANTOS RIVERA | 18 | I.S.A. CERTIFIED TREE WORKER LICENSE NO. 645 | Tree trimmer |
| 10 | ATANACIO HERNANDEZ | 12 | I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1964C | Tree trimmer |
| 11 | TONY GOMEZ | 13 | I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1617 | Crew foreman - Tree trimmer |
| 12 | LUIS PADILLA | 5 | I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1607 | Tree trimmer |
| 13 | IGNAGIO GOMEZ | 18 | I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1904 | Crew foreman - Tree trimmer |
| 14 | ANTONIO GOMEZ | 12 | ACRT. LINE CLEARING - CERTIFICATION NO. 03031 AMERICAN RED CROSS CERTIFICATION CPR 04-10-2004 AMERICAN RED CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03 | Crew foreman - Tree trimmer |
| 15 | JOSE TORRES | 16 | ACRT. LINE CLEARING - CERTIFICATION NO. 03031 AMERICAN RED CROSS CERTIFICATION CPR 04-10-2004 AMERICAN RED CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03 | Crew foreman - Tree trimmer |
| 16 | ENRIQUE GUTIERREZ | 17 | ACRT. LINE CLEARING - CERTIFICATION NO. 03033 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03 | Tree trimmer/crew foreman/gardener |
| 17 | JOHNNY ATKINS | 10 | IRRIGATION/TURF SPECIALIST CERTIFICATION NO. 4519 | Turf and Irrigation repair/maintenance |
| 18 | LEO RAMIREZ | 16 | ACRT. LINE CLEARING - CERTIFICATION NO. 03034 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03 | Truck driver/crew foreman/gardener |
| 19. | FILEMON CHAVEZ | 19 | ACRT. LINE CLEARING - CERTIFICATION NO. 03037 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03 | Root pruner operator/loader operator |
| 20. | OSCAR DELEON | 27 | Park Maintenance Supervisor for the City of Long Beach from 1987 to 2014. Certified Landscape Maintenance Specialists | On-site crew manager for South Area Contract |
| 21. | ESTABAN COHETZALTITLA | 16 | ACRT. LINE CLEARING - CERTIFICATION NO. 03038 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03 | Tree trimmer/truck driver |



International Society of Arboriculture 2014 Membership Certificate and Card

GUS FRANKLIN
1740 NORTH HILLS DR
LA HABRA CA 90631

Welcome to the International Society of Arboriculture. Enclosed you will find information about how to take full advantage of your 2014 ISA membership. As a thank you for your support of the ISA, we have included a coupon for 10% off your next purchase in the ISA web store.

As an ISA member, you receive discounts on educational products, event registrations, certification exam fees, Arborwear and Treesaregood™ apparel, as well as members-only access to the ISA website. Additionally, you receive discounted pricing for courses in the ISA Online Learning Center, an educational portal available 24x7 on the ISA website under the Education and Research tab.

Thank you for joining your arboricultural peers as a member of ISA. We appreciate your support of our organization and mission of making the world better one tree at a time. If you have any questions about your membership or your benefits please contact us at 217-355-9411 or at isa@isa-arbor.com.

ISA is YOUR source for arboricultural information.

Membership Certificate *This membership certificate allows you to display your professional affiliation in your home or office. Tear along the perforated edges and remove this 4" x 6" certificate.*

Membership Wallet Card
Tear along the perforated edges and remove this wallet-sized card.

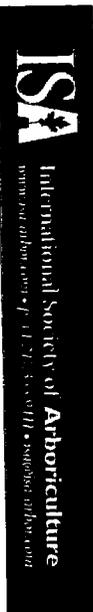
Professional Member

Gus Franklin

Expires: 12/31/2014
Member ID: 151905

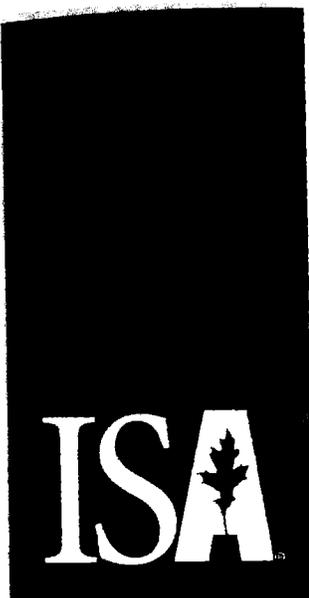
International Society of **Arboriculture**

Through research, technology, and education, the International Society of Arboriculture promotes the professional practice of arboriculture and fosters a greater worldwide awareness of the benefits of trees. 153



Gus Franklin
Expires: 12/31/2014
Member ID: 151905

Professional Member





2014 Membership Certificate and Card

Society of Commercial Arboriculture

A Professional Affiliate of the International Society of Arboriculture

GUS FRANKLIN
1740 NORTH HILLS DR
LA HABRA CA 90631

Welcome to the Society of Commercial Arboriculture, the premiere organization for individuals working in commercial and residential arboriculture throughout the world.

Your membership includes several valuable benefits.

- Receive *SCA Today*, a newsletter full of technical, legal and business management topics designed to help you manage and grow your commercial arboriculture business.
- Be a part of the network of leading commercial arborists throughout the world.
- Attend the annual meeting devoted to topics of concern to the commercial arborist.
- Help support worthwhile projects and tree care related research.

www.sca-trees.org

Membership Certificate *This membership certificate allows you to display your professional affiliation in your home or office. Tear along the perforated edges and remove this 4" x 6" certificate.*

Membership Wallet Card *Tear along the perforated edges and remove this wallet-sized card.*

2014 Member

Gus Franklin

Expires: 12/31/2014
Member ID: 151905



Society of Commercial Arboriculture

Commercial Arboriculture

Society of

Gus Franklin

Expires: 12/31/2014
Member ID: 151905

2014 Member





2014 Membership Certificate and Card

Society of Municipal Arborists

A Professional Affiliate of the International Society of Arboriculture

GUS FRANKLIN
1740 NORTH HILLS DR
LA HABRA CA 90631

Thank you for your membership in the Society of Municipal Arborists, the professional voice of municipal arborists and urban foresters worldwide. Your membership connects you to an international network of professionals who create and sustain our community forests.

We invite you to become involved in the many programs and services we offer, including our bi-monthly magazine, *City Trees*, where you can read about community tree programs around the world and submit an article about yours. As a member, you will receive discounted rates to our annual conference and trade show, the Municipal Forestry Institute, and other programs. We have a wide range of committees who advance the work of SMA, and we urge you to contribute your time and talents to one that interests you.

www.urban-forestry.com

Membership Certificate *This membership certificate allows you to display your professional affiliation in your home or office. Tear along the perforated edges and remove this 4" x 6" certificate.*

Membership Wallet Card *Tear along the perforated edges and remove this wallet-sized card.*

2014 Member

Gus Franklin

Expires: 12/31/2014
Member ID: 151905



Society of Municipal Arborists

Society of Municipal Arborists

Gus Franklin
Expires: 12/31/2014
Member ID: 151905



2014 Member



2014 Membership Certificate and Card

Utility Arborist Association

GUS FRANKLIN
1740 NORTH HILLS DR
LA HABRA CA 90631

Welcome to the Utility Arborist Association, the premiere organization for individuals and companies who provide professional utility arboricultural services. UAA is an organization of people dedicated to enhancing the quality of utility arboriculture. Our members and their employers are committed to educating the public about the professional practice of utility arboriculture through service, research and training.

UAA accomplishes its mission through communication and education via the *Utility Arborist Newslines*, the UAA Annual Meeting, regional workshops, UAA annual awards programs, and publications and videos. UAA sustains long-range programs and communications to stay abreast of ever-changing technologies in tree and vegetation management on utility rights-of-way.

<http://www.utilityarborist.org/>

Membership Certificate *This membership certificate allows you to display your professional affiliation in your home or office. Tear along the perforated edges and remove this 4" x 6" certificate.*

Membership Wallet Card *Tear along the perforated edges and remove this wallet-sized card.*

2014 Member

Gus Franklin

Expires: 12/31/2014
Member ID: 151905



Utility Arborist Association

156

Utility Arborist Association



2014 Member

Gus Franklin
Expires: 12/31/2014
Member ID: 151905



International Society of Arboriculture 2014 Membership Certificate and Card

ERIC FRANKLIN
120 E LA HABRA BLVD STE 107
LA HABRA CA 90631

Welcome to the International Society of Arboriculture. Enclosed you will find information about how to take full advantage of your 2014 ISA membership. As a thank you for your support of the ISA, we have included a coupon for 10% off your next purchase in the ISA web store.

As an ISA member, you receive discounts on educational products, event registrations, certification exam fees, Arborwear and Treesaregood™ apparel, as well as members-only access to the ISA website. Additionally, you receive discounted pricing for courses in the ISA Online Learning Center, an educational portal available 24x7 on the ISA website under the Education and Research tab.

Thank you for joining your arboricultural peers as a member of ISA. We appreciate your support of our organization and mission of making the world better one tree at a time. If you have any questions about your membership or your benefits please contact us at 217-355-9411 or at isa@isa-arbor.com.

ISA is YOUR source for arboricultural information.

Membership Certificate *This membership certificate allows you to display your professional affiliation in your home or office. Tear along the perforated edges and remove this 4" x 6" certificate.*

Membership Wallet Card
Tear along the perforated edges and remove this wallet-sized card.

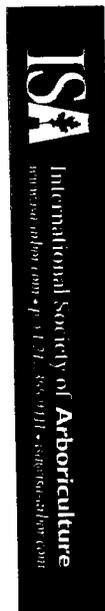
Professional Member

Eric Franklin

Expires: 12/31/2014
Member ID: 20180

International Society of **Arboriculture**

Through research, technology, and education, the International Society of Arboriculture promotes the professional practice of arboriculture and fosters a greater worldwide awareness of the benefits of trees. 157

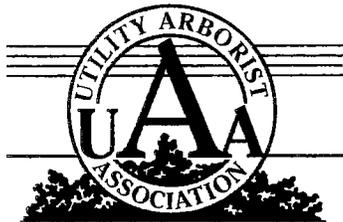


Expires: 12/31/2014
Member ID: 20180

Eric Franklin

Professional Member





2014 Membership Certificate and Card

Utility Arborist Association

ERIC FRANKLIN
120 E LA HABRA BLVD STE 107
LA HABRA CA 90631

Welcome to the Utility Arborist Association, the premiere organization for individuals and companies who provide professional utility arboricultural services. UAA is an organization of people dedicated to enhancing the quality of utility arboriculture. Our members and their employers are committed to educating the public about the professional practice of utility arboriculture through service, research and training.

UAA accomplishes its mission through communication and education via the *Utility Arborist Newslines*, the UAA Annual Meeting, regional workshops, UAA annual awards programs, and publications and videos. UAA sustains long-range programs and communications to stay abreast of ever-changing technologies in tree and vegetation management on utility rights-of-way.

<http://www.utilityarborist.org/>

Membership Certificate *This membership certificate allows you to display your professional affiliation in your home or office. Tear along the perforated edges and remove this 4" x 6" certificate.*

Membership Wallet Card *Tear along the perforated edges and remove this wallet-sized card.*

2014 Member

Eric Franklin

Expires: 12/31/2014
Member ID: 20180



Utility Arborist Association

158

Utility Arborist Association



2014 Member

Eric Franklin

Expires: 12/31/2014
Member ID: 20180

International Society of Arboriculture
Certified Arborist/Utility Specialist

Eric Franklin

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist/Utility Specialist



Handwritten signature of Jim Shiera.

Jim Shiera, Executive Director
International Society of Arboriculture

| | | |
|----------------------|--------------|-----------------|
| WE-2158AU | Sep 18, 1999 | Jun 30, 2013 |
| Certification Number | Created Date | Expiration Date |

International Society of Arboriculture
Certified Arborist Utility Specialist

Kevin Bejma

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist Utility Specialist

Handwritten signature of the Certification Board Chair.
Certification Board Chair
International Society of Arboriculture

Handwritten signature of Jim Shiera.
Jim Shiera, Executive Director
International Society of Arboriculture

| | | |
|----------------------|--------------|-----------------|
| WE-0801AU | Nov 15, 2008 | Jun 30, 2014 |
| Certification Number | Created Date | Expiration Date |

International Society of Arboriculture
Certified Arborist

Eric Franklin

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist



A handwritten signature in dark ink, appearing to read "Jim Shiera".

Jim Shiera, Executive Director
International Society of Arboriculture

| | | |
|----------------------|-----------------|-----------------|
| WE-2158AU | May 14, 1998 | Jun 30, 2013 |
| Certification Number | Certified Since | Expiration Date |

International Society of Arboriculture
Certified Arborist

Jack Mooring

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist



A handwritten signature in dark ink, appearing to read "Jim Shiera".

Jim Shiera, Executive Director
International Society of Arboriculture

| | | |
|----------------------|-----------------|-----------------|
| WE-0905A | Jul 29, 1995 | Jun 30, 2013 |
| Certification Number | Certified Since | Expiration Date |

International Society of Arboriculture
Certified Arborist

Kevin Bejma

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist.

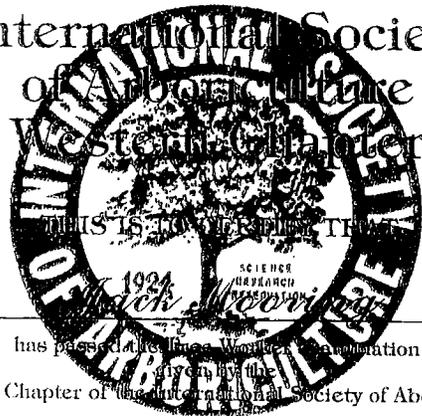
[Signature]
Certification Board Chair
International Society of Arboriculture

[Signature]
Jim Storch, Executive Director
International Society of Arboriculture

WE-0901AU Jan 12, 2008 Jun 30, 2014
Certificate Number Expiration Date Expiration Date

Certified Tree Worker

International Society
of Arboriculture
Western Chapter



has passed the Tree Worker Examination

administered by the
Western Chapter of the International Society of Arboriculture

Date Passed: June 27, 1992

Tree Worker #403

[Signature]
Certification Committee

[Signature]
President



Certified Tree Worker
International Society of Arboriculture
Western Chapter

This is to Certify that
Atanacio Hernandez

Has completed the requirements for the Certified Tree Worker

Exam Date: 11/21/2009 Certified Tree Worker Number: 1964C.

Executive Director

President 2009/2010



Certified Tree Worker
International Society of Arboriculture
Western Chapter

This is to Certify that
Evan Whitmarsh

Has completed the requirements for the Certified Tree Worker

Exam Date: 01/22/2011 Certified Tree Worker Number: #1021L

Executive Director

President 2010/2011





Certified Tree Worker
International Society of Arboriculture
Western Chapter

This is to Certify that

Ignacio Gomez

Has completed the requirements for the Certified Tree Worker

Exam Date: 11/15/2008 Certified Tree Worker Number: 1904

Executive Director

President 2008/2009



Certified Tree Worker

International Society of Arboriculture
Western Chapter

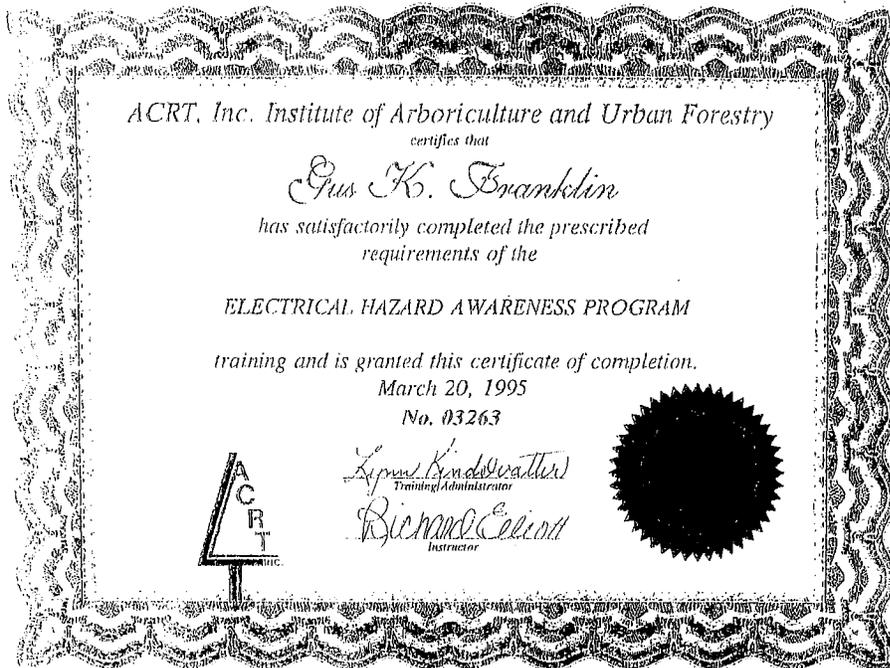
This is to Certify that

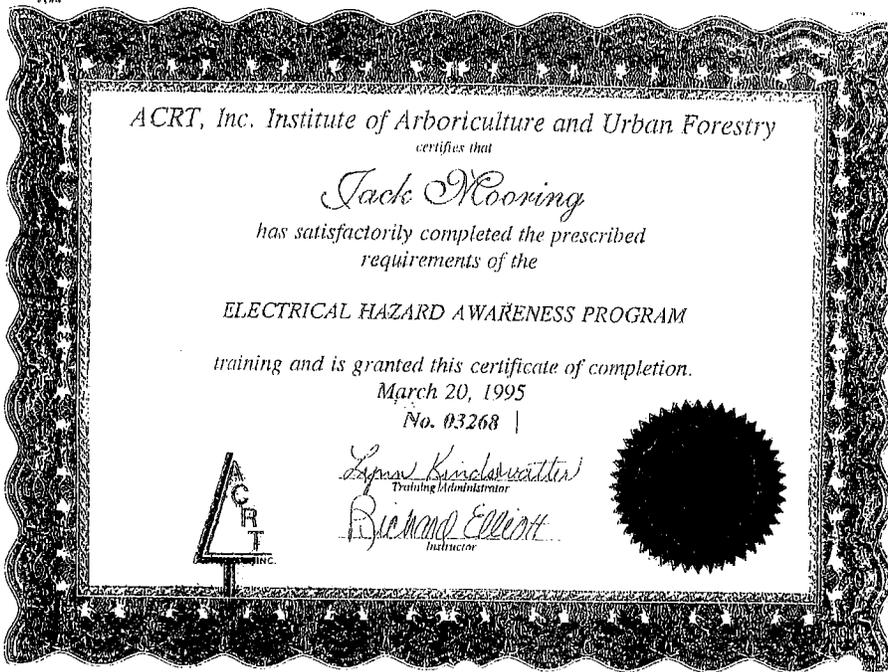
Luis Padilla

Has completed the requirements for the Certified Tree Worker

Exam Date: 1/15/2005 Certified Tree Worker Number: 1607

Executive Director
President 2004/2005





State of California
Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

UNITED PACIFIC SERVICES INC



to engage in the business or act in the capacity of a contractor in the following classification(s):

C37 - LANDSCAPING
 D49 - TREE SERVICE
 HIC - HOME IMPROVEMENT CERTIFICATION

Witness my hand and seal this day,

January 30, 2001

Issued January 29, 2001



[Signature]
 Signature of Licensee
[Signature]
 Signature of License Qualifier

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

[Signature]
 James Goldstone
 Interim Registrar of Contractors
 790590
 License Number

18-24 REV 4/98 3/27/01

State of California
Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

GLIS KIT FRANKLIN



to engage in the business or act in the capacity of a contractor in the following classification(s):

D49 - TREE SERVICE

Witness my hand and seal this day,

August 18, 1994

Issued August 17, 1994



[Signature]
 Signature of Licensee
[Signature]
 Signature of License Qualifier

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

[Signature]
 Acting Registrar of Contractors
 694543
 License Number

18-24 REV 4/98 3/27/01

(ASCA)

Registered Consulting Arborist

Lisa Smith No. 464

Expires 12/15/2012

International Society of Arboriculture

Certified Arborist™

Eric Franklin

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture™, the abobe named is hereby recognized as an ISA Certified Arborist.

D. J. Shivers
Certification Board, Chair
International Society of Arboriculture

Jim Shiera
Executive Director
International Society of Arboriculture

WE-2158AU May 14, 1998 Jun 30, 2016
Certificate Number Certified Since Expiration Date

International Society of Arboriculture Certified Arborist Utility Specialist™

Eric Franklin

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture™, the above named is hereby recognized as an ISA Certified Arborist Utility Specialist™

D. Glenn
Certification Board, Chair
International Society of Arboriculture

J.S.
Jim Skiera, Executive Director
International Society of Arboriculture

WE-2158AU Sep 18, 1999 Jun 30, 2016
Certificate Number Certified Since Expiration Date

International Society of Arboriculture

Certified Arborist™

Jack Mooring

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture™, the above named is hereby recognized as an ISA Certified Arborist®

D. Glenn

Certification Board, Chair
International Society of Arboriculture

J. Skiera

Jim Skiera, Executive Director
International Society of Arboriculture

WE-0905A

Jul 29, 1995

Jun 30, 2016

Certificate Number

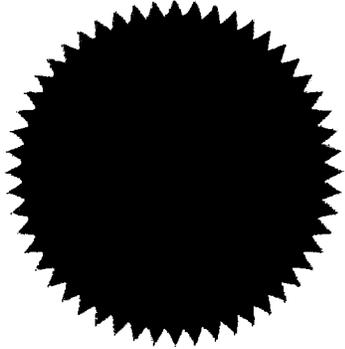
Certified Since

Expiration Date

INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST™

Renee Lucille Mooring

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®



Jim Skitter, Executive Director
International Society of Arboriculture

Skip Korman

Certification Board, Chair
International Society of Arboriculture

WE-10452A Jun 26, 2014 Jun 30, 2017

Certification Number Certified Since Expiration Date

International Society of Arboriculture

Certified Arborist™

Robert William Pilz

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture™, the above named is hereby recognized as an ISA Certified Arborist™

D. Glenn

Certification Board, Chair
International Society of Arboriculture

Jim Skiera

Jim Skiera, Executive Director
International Society of Arboriculture

WE-9676A Feb 10, 2012 Jun 30, 2015
Certificate Number Certified Since Expiration Date

Certified Utility Line Clearance Arborists

Electrical Hazard Awareness Certifications

Emergency Response / Aerial Rescue Certifications

CERTIFICATE OF TRAINING

This Certificate recognizes

Jack Mooring

For successfully completing the
North American Training Solutions Workshop

**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**

Scott Prophett

Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue



North American
TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Enrique Munoz

For successfully completing the
North American Training Solutions Workshop

**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**

Scott Prophett

Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue



North American
TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Wilfredo M. Guevara

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training



Scott Prophet - President
North American Training Solutions
November 16 2012

Date of Issue



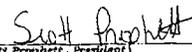
CERTIFICATE OF TRAINING

This Certificate recognizes

Juan Carlos Ruiz

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training



Scott Prophet - President
North American Training Solutions
November 16 2012

Date of Issue



CERTIFICATE OF TRAINING

This Certificate recognizes

Salvadore Padilla

For successfully completing the
North American Training Solutions Workshop

**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**

Scott Prophet

Scott Prophet - President
North American Training Solutions

November 16 2012
Date of Issue



North American
TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Antonio Gomez

For successfully completing the
North American Training Solutions Workshop

**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**

Scott Prophet

Scott Prophet - President
North American Training Solutions

November 16 2012
Date of Issue



North American
TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Esteban Cohetzaltitia

For successfully completing the
North American Training Solutions Workshop

**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**

Scott Prophett

Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue



North American Training Solutions
TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Leo Ramirez

For successfully completing the
North American Training Solutions Workshop

**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**

Scott Prophett

Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue



North American Training Solutions
TRAINING SOLUTIONS

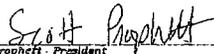
CERTIFICATE OF TRAINING

This Certificate recognizes

Juan Carlos Manzo

For successfully completing the
North American Training Solutions Workshop

**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**



Scott Prophet - President
North American Training Solutions
November 16 2012

Date of Issue



TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Ignacio Gomez

For successfully completing the
North American Training Solutions Workshop

**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**



Scott Prophet - President
North American Training Solutions
November 16 2012

Date of Issue



TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Luis Gaona

For successfully completing the
North American Training Solutions Workshop

**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**



Scott Prophet - President
North American Training Solutions
November 16 2012

Date of Issue



CERTIFICATE OF TRAINING

This Certificate recognizes

Jorge Gaona

For successfully completing the
North American Training Solutions Workshop

**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**



Scott Prophet - President
North American Training Solutions
November 16 2012

Date of Issue





CERTIFICATE OF TRAINING

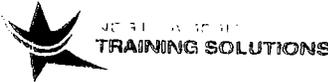
This Certificate recognizes

Luis Gaona

For successfully completing the
North American Training Solutions Workshop

**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**

Scott Prophett
Scott Prophett, President
North American Training Solutions
November 16 2012
Date of Issue



CERTIFICATE OF TRAINING

This Certificate recognizes

Peter Bernal

For successfully completing the
North American Training Solutions Workshop

**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**

Scott Prophett
Scott Prophett, President
North American Training Solutions
November 16 2012
Date of Issue



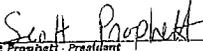
CERTIFICATE OF TRAINING

This Certificate recognizes

Jorge Gaona

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training



Scott Proppett - President
North American Training Solutions

November 10 2012
Date of Issue



North American Training Solutions
TRAINING SOLUTIONS

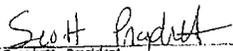
CERTIFICATE OF TRAINING

This Certificate recognizes

Eloy Zuniga

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training



Scott Proppett - President
North American Training Solutions

November 16 2012
Date of Issue



North American Training Solutions
TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Jorge Torres

For successfully completing the
North American Training Solutions Workshop

**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**

Scott Prophett

Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue



North American
TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Felix Marcos

For successfully completing the
North American Training Solutions Workshop

**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**

Scott Prophett

Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue



North American
TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Jack Mooring

For successfully completing the
North American Training Solutions Workshop

***Line Clearance Arborist
Emergency Response and Aerial Rescue Training***

Scott Prophet

Scott Prophet - President
North American Training Solutions

November 16th 2012
Date of Issue



North American
TRAINING SOLUTIONS

CITY OF LA HABRA - 1998

Dexter street



Government Contracts Completed / Color Pictures



January 9, 2004

27215 Base Line
Highland, CA 92346
(909) 864-6861
(909) 862-3180 FAX
www.ci.highland.ca.us

City Council

Mayor
Brad Sundquist

Mayor Pro-Team
Ray Rucker, Jr.

Steve Graves
Larry McCallon
John Timmer

City Manager
Sam J. Bacadio

To Whom It May Concern:

United Pacific Services, Inc. has provided contract tree trimming/removal services for the City of Highland since April 2001. Mr. Gus Franklin, owner of United Pacific Services has been affiliated with the City and its tree trimming program since March of 1995. Mr. Franklin was very instrumental in assisting the City with our tree trimming orders, recommendations on removals, and has excellent public relations skills with residents.

The City competitively bids its tree trimming services on an annual contract with five one-year renewal clauses. In 2001 the City rebid the contract and Mr. Franklin, d.b.a. United Pacific Services, Inc. was again awarded the contract and the City has subsequently renewed it annually. The City has had a very positive working relationship with Mr. Gus Franklin and his staff for several years.

If you need any additional information please feel free to contact me at [REDACTED]
[REDACTED] extension [REDACTED]

Sincerely,

Larry M Williams
Public Works Manager



THE CITY OF RANCHO CUCAMONGA

Mayor
DONALD J. KURTH, M.D.
Mayor Pro Tem
L. DENNIS MICHAEL
Councilmembers
REX GUTIERREZ
SAM SPAGNOLO
DIANE WILLIAMS
City Manager
JACK LAM, AICP

August 13, 2009

To Whom It May Concern:

Subject: Letter of Recommendation for United Pacific Services Inc., La Habra, CA

United Pacific Services has been with the City of Rancho Cucamonga since January 2009. During this period they have proved themselves as remarkably professional and proficient tree care providers. This is attributed to their high standards and commitment to providing excellent customer service. The maintenance crew supervisor is given a variety of tasks to be completed including pruning, removals, stump grinding and planting. They have modern vehicles and equipment at their disposal and use them efficiently and safely. Pruning is done in accordance with the International Society of Arboriculture's standards; removals are completed quickly and safely and stumps are completely ground out with the area brought to original grade. The maintenance crews are always courteous to residents, handling any of their questions politely and professionally.

United Pacific Services is a company that will follow maintenance specifications or special provisions in detail. As a twenty-one year employee of the City of Rancho Cucamonga, with eighteen of those years involved in tree maintenance, I am proud to recommend this company.

Sincerely,

Anthony Albano
Tree Maintenance Coordinator



City of
SANTA CLARITA

23920 Valencia Boulevard • Suite 300 • Santa Clarita, California 91355-2196
Phone: (661) 259-2489 • FAX: (661) 259-8125
www.santa-clarita.com

July 8, 2008

Mr. Gus K. Franklin
United Pacific Services Inc.
120 East La Habra Boulevard, Suite 107
La Habra, CA 90631

Dear Mr. Franklin:

Subject: Letter of Recommendation

The Urban Forestry Division is pleased to offer its recommendation of United Pacific Services Inc., for outstanding execution of its tree maintenance contract with the City of Santa Clarita. United Pacific Services' experienced staff provides excellent customer service and responds quickly to tree maintenance issues and emergencies. The company's equipment is in good condition and is able to perform the needs of our contract.

United Pacific Services has fostered a successful business relationship with the City through its annual participation in the City's Arbor Day celebration. The company donates screened mulch or free trees, and provides staff to help with tree plantings performed at the event. Further, United Pacific Services offered the City monetary discounts for major emergency work they performed during the October 2007 Buckweed Fire and Wind incident.

United Pacific Services has offered quality service in a timely and courteous manner, and we are pleased to recommend their services.

Sincerely,

Robert Sartain
Urban Forestry Supervisor

RS:ll

SMURBFORST Contract-United Pacific Services\Ltr of Recommendation.doc

cc: Robert Newman, Director of Public Works
Byron Moline, General Services Manager





CITY OF SIMI VALLEY

Home of The Ronald Reagan Presidential Library

August 4, 2008

Mr. Gus Franklin
United Pacific Services, Inc.
120 East La Habra Boulevard, Suite 107
La Habra, CA 90631

**SUBJECT: LETTER OF RECOMMENDATION FOR STREET TREE RELATED
CONTRACTUAL SERVICES**

Dear Mr. Franklin:

We are pleased to recommend United Pacific Services, Inc., for street tree related contract services.

United Pacific Services has performed extensive tree trimming, tree removal, tree planting, young tree watering and emergency work for the City of Simi Valley. We have awarded United Pacific Services several City contracts, which have spanned several fiscal years. In FY 2007-08, United Pacific Services was awarded a multi-year contract, approximately \$350,000, with the option to extend the contract. They have the resources, the management ability, the dedication and desire to complete work on time and meet very firm contract specifications. The exceptional management, coordination, and overall professionalism this company and staff consistently provide are a tremendous benefit to the City and community. They operate modern, clean equipment; provide prompt service and the ability to handle any tree-related work assignments, or customer service issues that arise.

We are very pleased with United Pacific Services performance and courteous working relationship. We look forward to working with United Pacific Services for several years and continuing a strong working relationship in the future.

If you have any questions, please feel free to contact me at [REDACTED] or e-mail at kdahlgre@simivalley.org.

Sincerely,

Kurt L. Dahlgren
Maintenance Superintendent

Construction & Maintenance Division

Berth 167

800 Pier 'A' Street

Post Office Box 700

January 12, 2004

Wilmington, CA 90748-0700

Tel 310 732-3553

Fax 310 804-8248

www.portoflosangeles.org



To Whom It May Concern

RE: LETTER OF RECOMMENDATION - UNITED PACIFIC SERVICES, INC.

United Pacific Services, Inc. is currently under contract to the City of Los Angeles, Harbor Department, for tree trimming, removal, and planting. Because of the excellent service received from this company, we renewed their agreement for a second year.

The employees at all levels have been responsive and professional. As a result of their knowledge and experience, our trees are in better condition than they ever have been.

If you have any question, please feel free to contact me at (310) 732-3553

Very truly yours,

GARY STRIKER
Park Maintenance Supervisor
Port Construction and Maintenance

GS:sh

James K. Mann, Mayor
City of Los Angeles

Board of Harbor
Commissioners

Nicholas G. Tonish, President

Edward L. Voo, President

James E. Alvarez

Garnette T. Kooz

Thomas H. Warren

Larry A. Miller
Executive Director

An Affirmative Action/
Equal Opportunity Employer

Recycled and Recyclable



City of
SANTA CLARITA

23920 Valencia Boulevard • Suite 300 • Santa Clarita, California 91355-2196

Phone: (661) 259-2489 • FAX: (661) 259-8125

www.santa-clarita.com

May 13, 2010

Mr. Gus Franklin
United Pacific Services
120 E. La Habra Boulevard, Suite 107
La Habra, CA 90631

Dear Mr. Franklin:

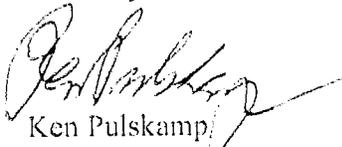
Subject: City of Santa Clarita Event Sponsorship

On behalf of the City of Santa Clarita, our staff, and volunteers, I would like to take this opportunity to thank you for your support of the 2010 Earth Arbor Day Festival. Your support is very much appreciated and greatly contributed to the overall success of our event. The City's invaluable partnerships with companies like United Pacific Services allow us to continue to produce great events in our community.

If you have any questions about sponsoring additional events, please feel free to contact Russell Sypowicz in our Economic Development Division at [REDACTED]

For your records, your donation is tax deductible. Please note the City's Federal Identification number as [REDACTED]. Thank you again for your contribution. We look forward to working with you in the future regarding upcoming events.

Sincerely,

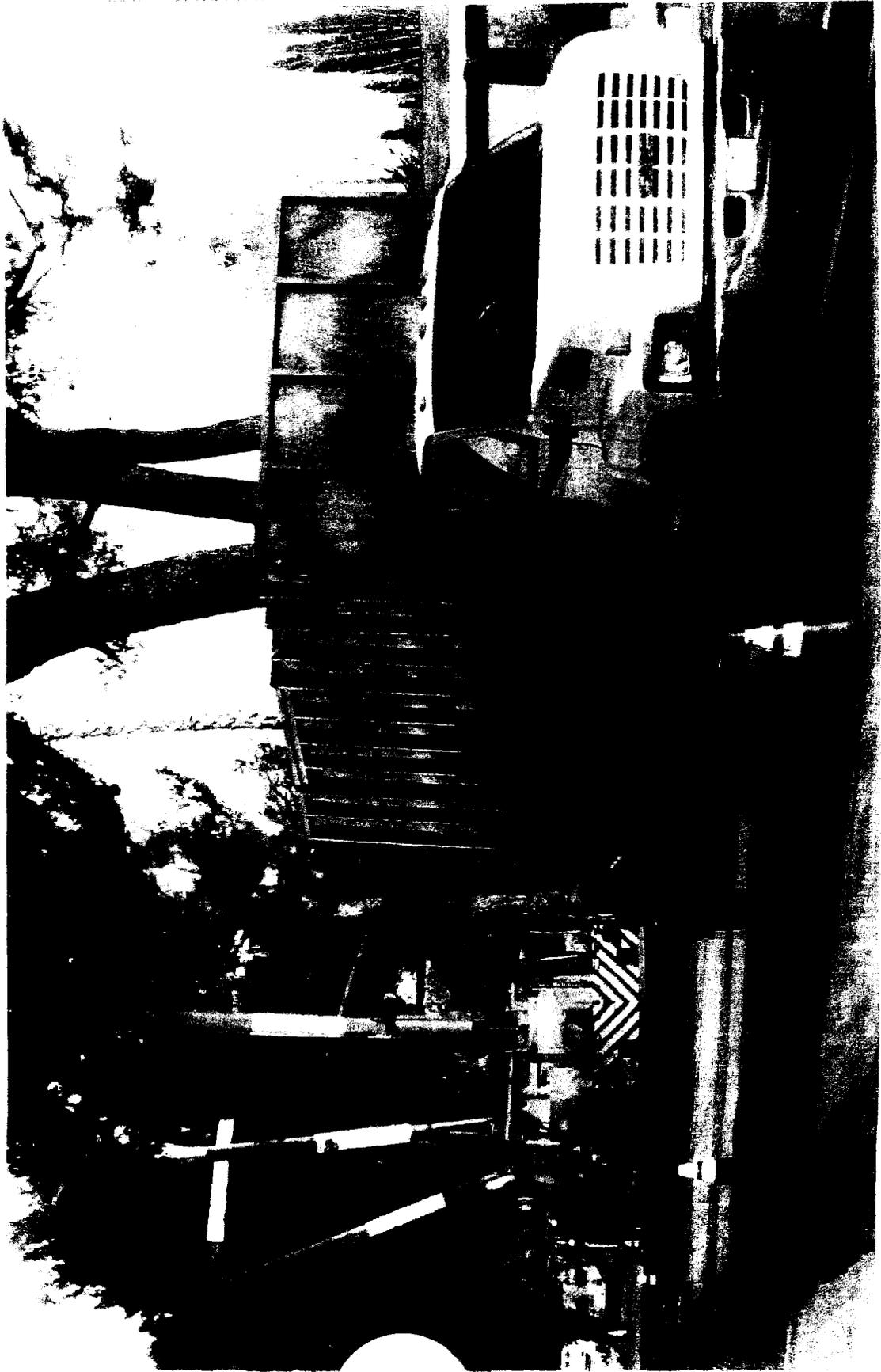

Ken Pulskamp
City Manager

KP:RS:ms

S:\ECONDEV\EVENTS Earth Day 2010 Earth Day Thank You Letter

cc: Ken Striplin, Assistant City Manager
Russell Sypowicz, Administrative Analyst, Sponsorship

**CITY OF SANTA CLARITA
YEAR 2009**



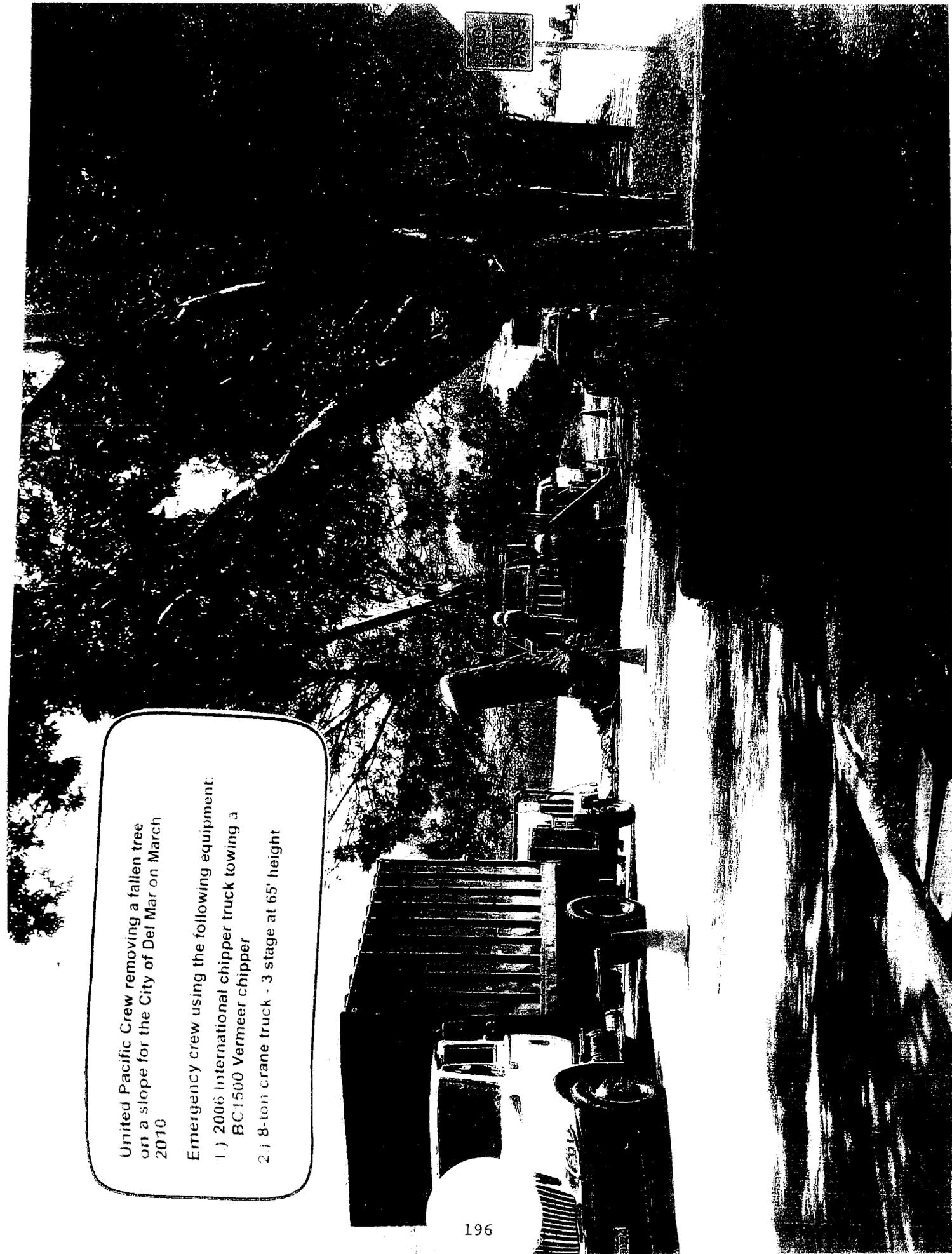
CITY OF RANCHO CUCAMONGA
YEAR 2009



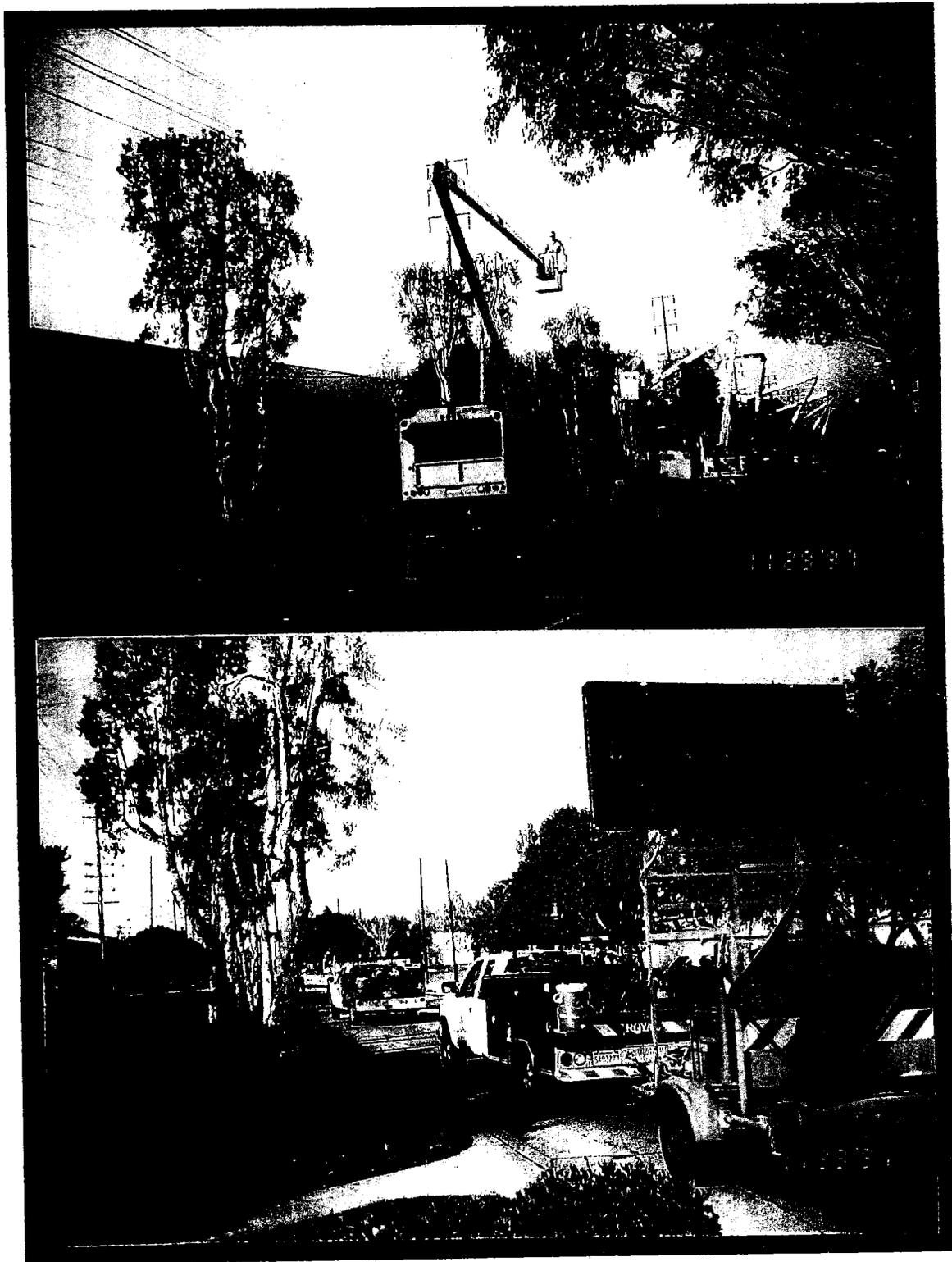
United Pacific Crew removing a fallen tree
on a slope for the City of Del Mar on March
2010

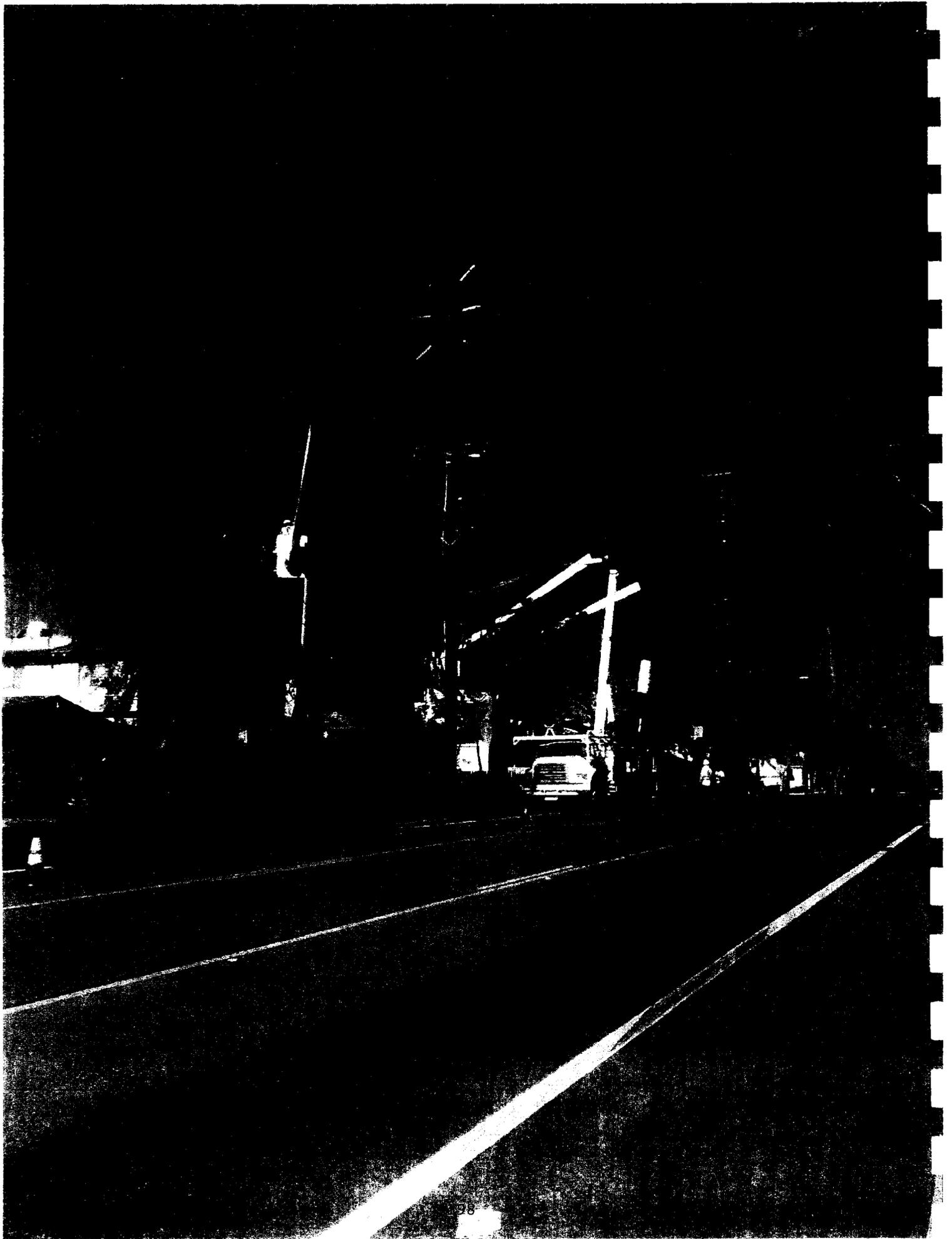
Emergency crew using the following equipment:

- 1.) 2006 International chipper truck towing a
BC1500 Vermeer chipper
- 2.) 8-ton crane truck - 3 stage at 65' height



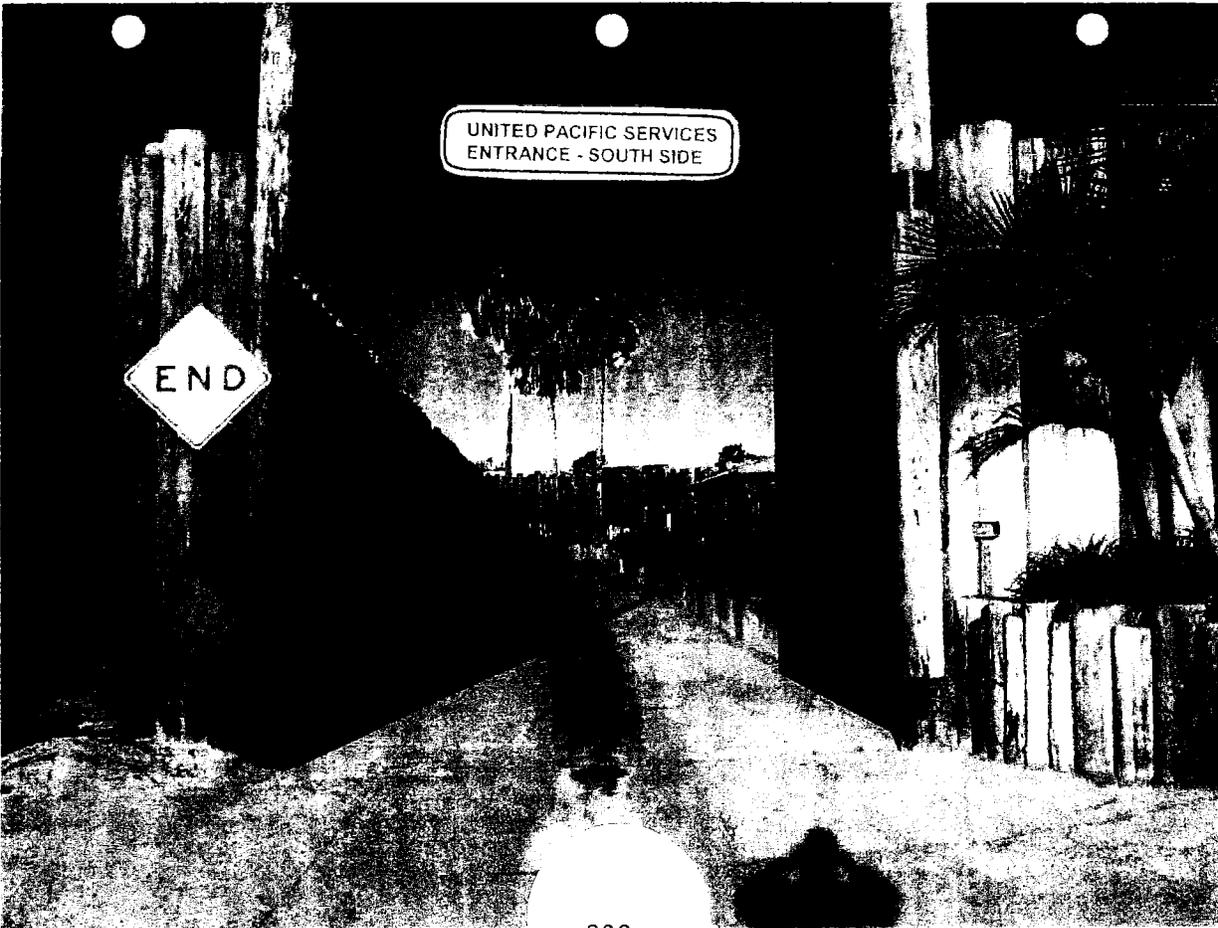
CITY OF COMMERCE - November 29, 1997





**United Pacific Services, Inc.
Operational Facility**

**5529 Leeds Street
South Gate, CA 90280**



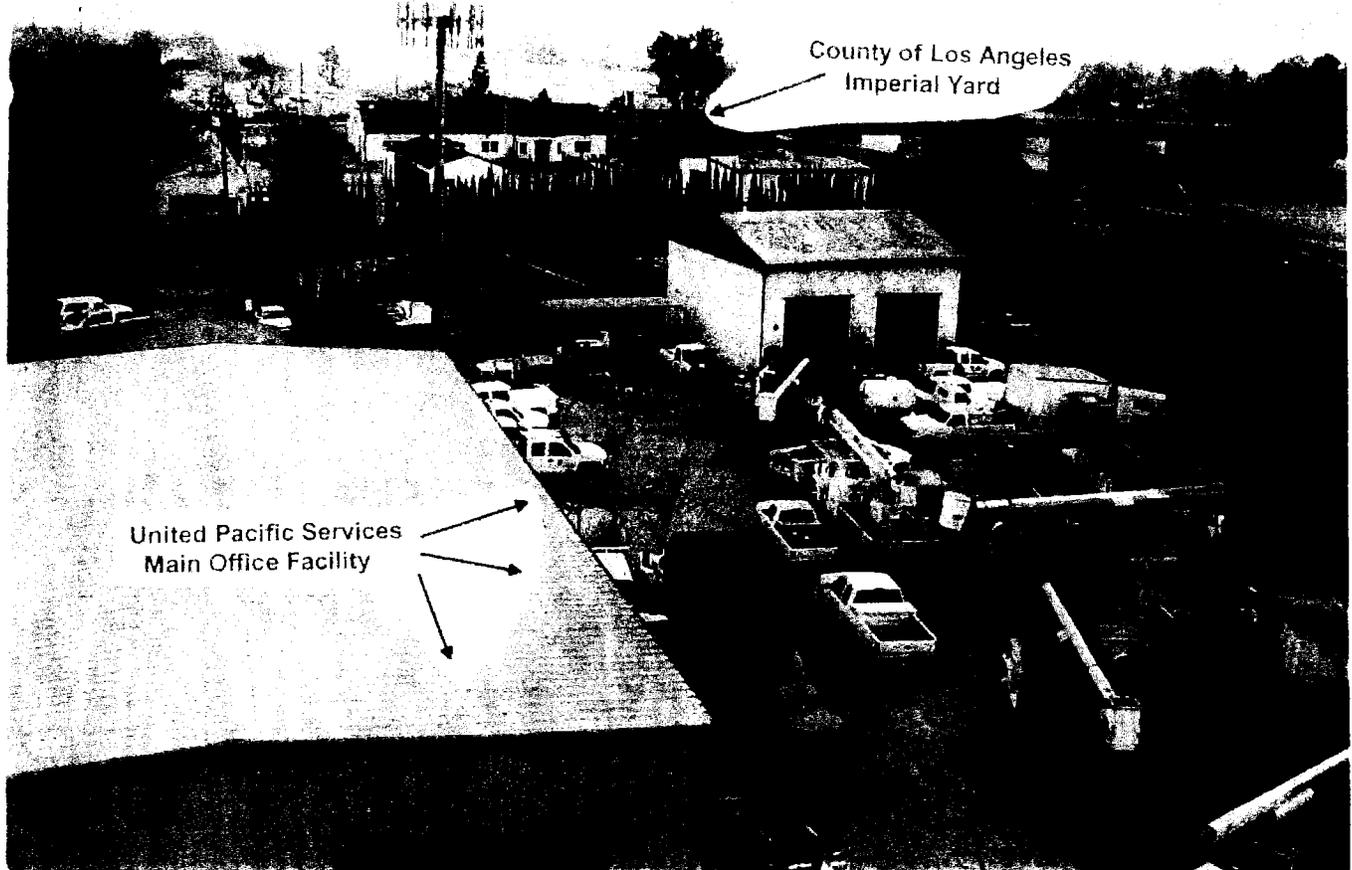


UNITED PACIFIC SERVICES
ENTRANCE - SOUTH SIDE



SOUTH PATIO AREA

UNITED PACIFIC YARD
OFFICE - AERIAL VIEW

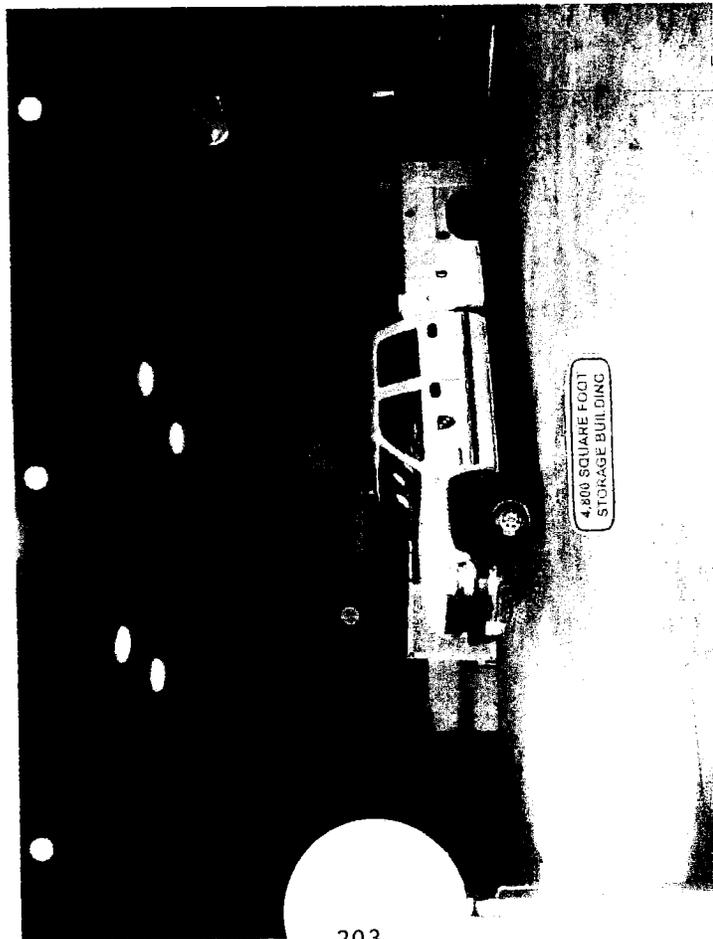


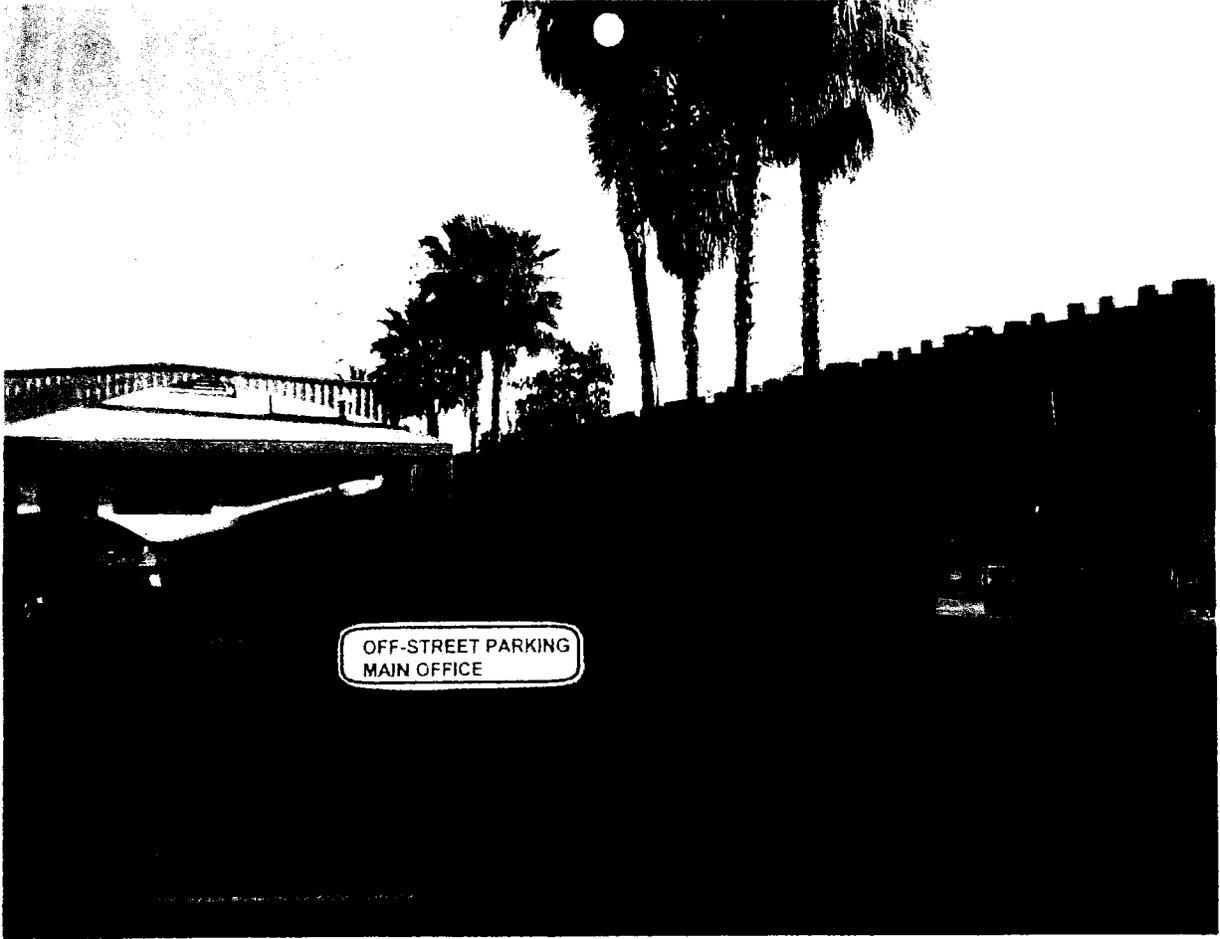
United Pacific Services
Main Office Facility

County of Los Angeles
Imperial Yard

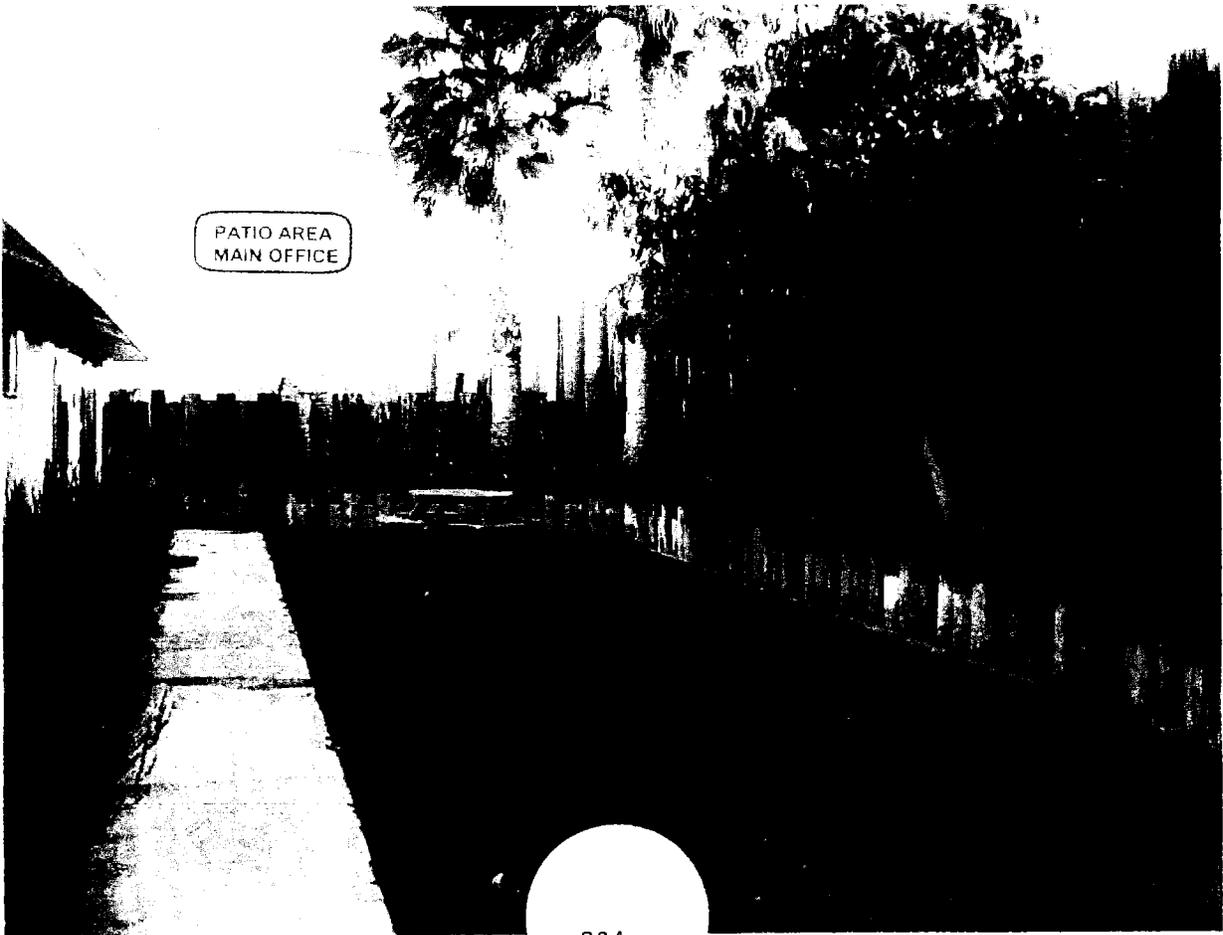


UNITED PACIFIC YARD

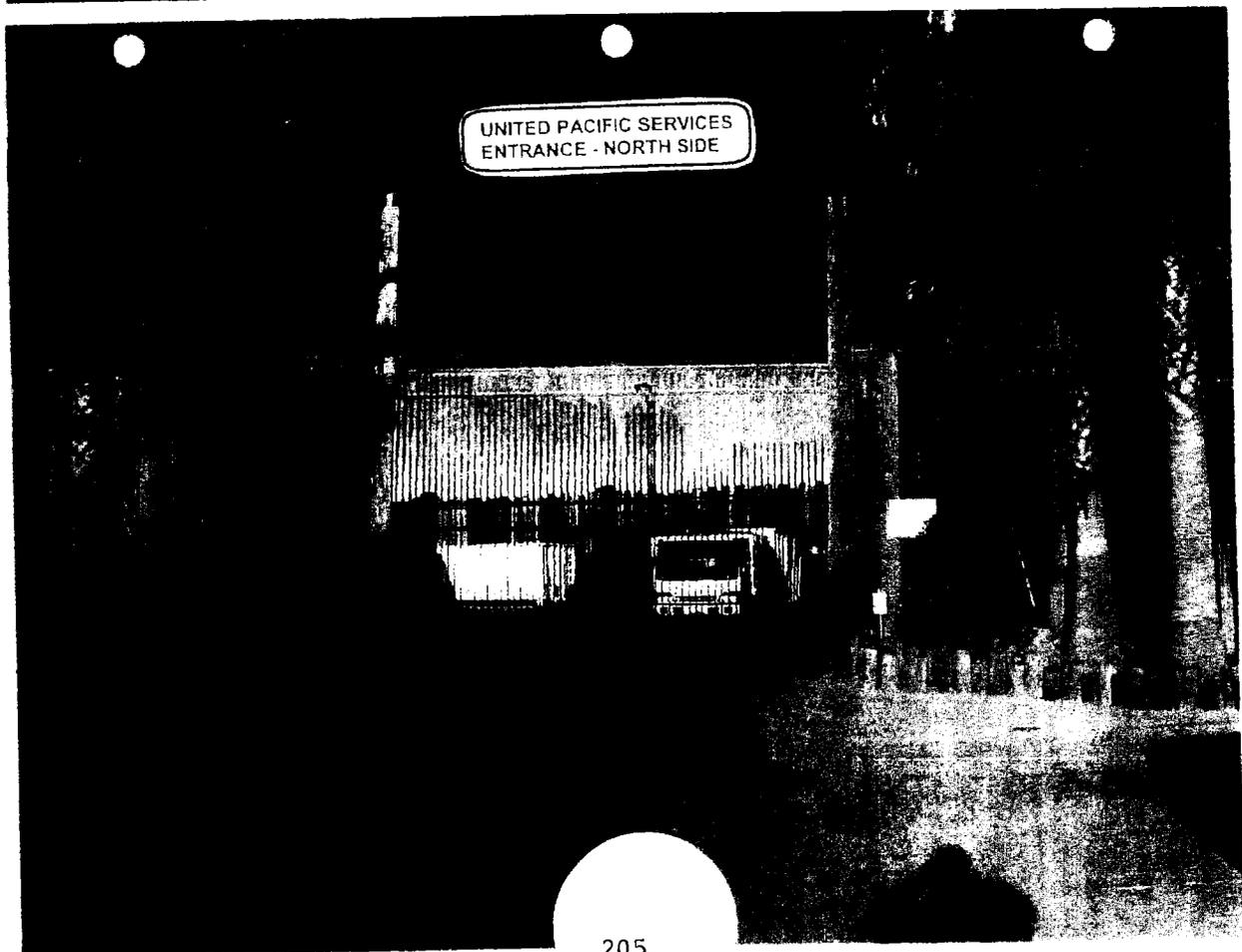


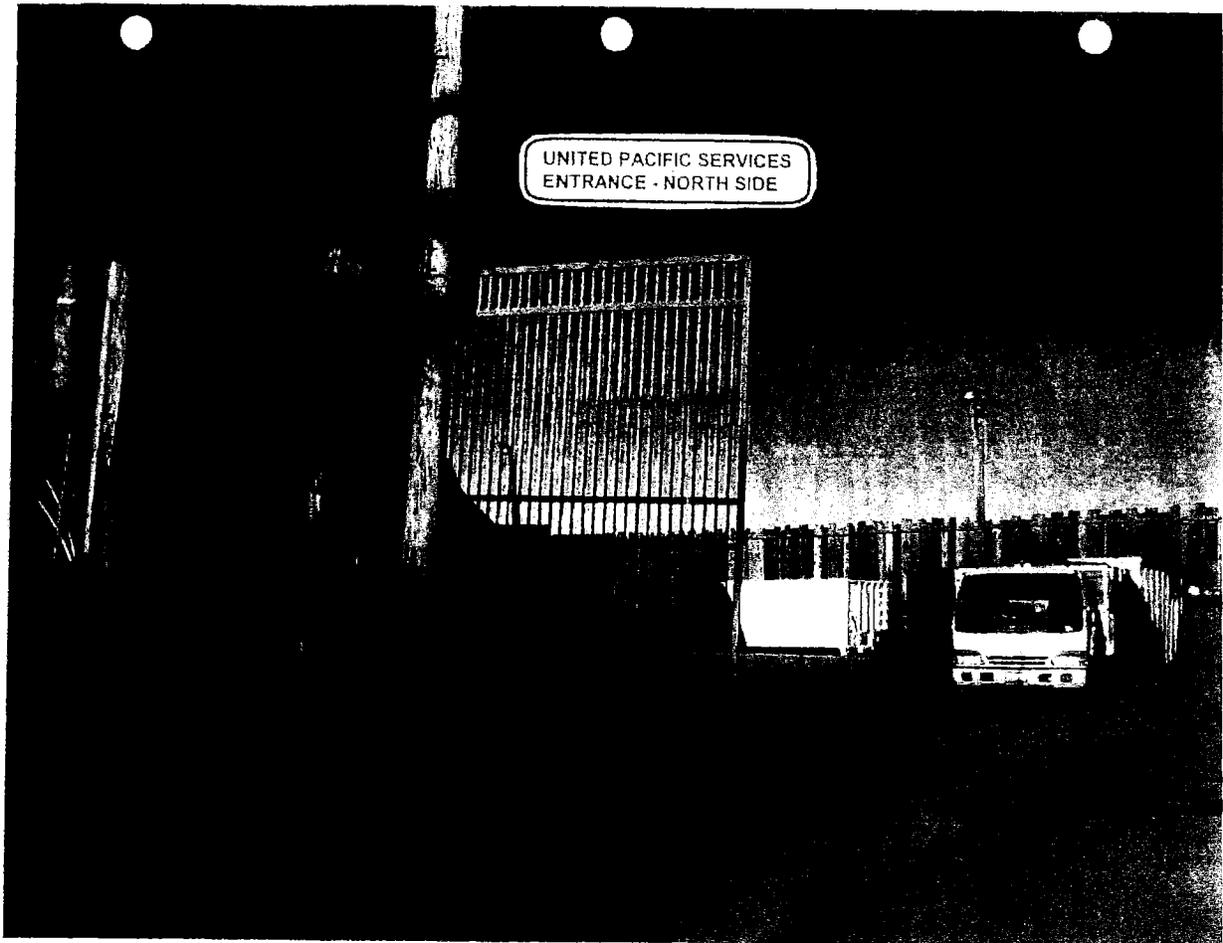


OFF-STREET PARKING
MAIN OFFICE



PATIO AREA
MAIN OFFICE





Safety Program

Certificates of Safety Management

First Aid / CPR Certifications

United Pacific Services, Inc.

Safety Program

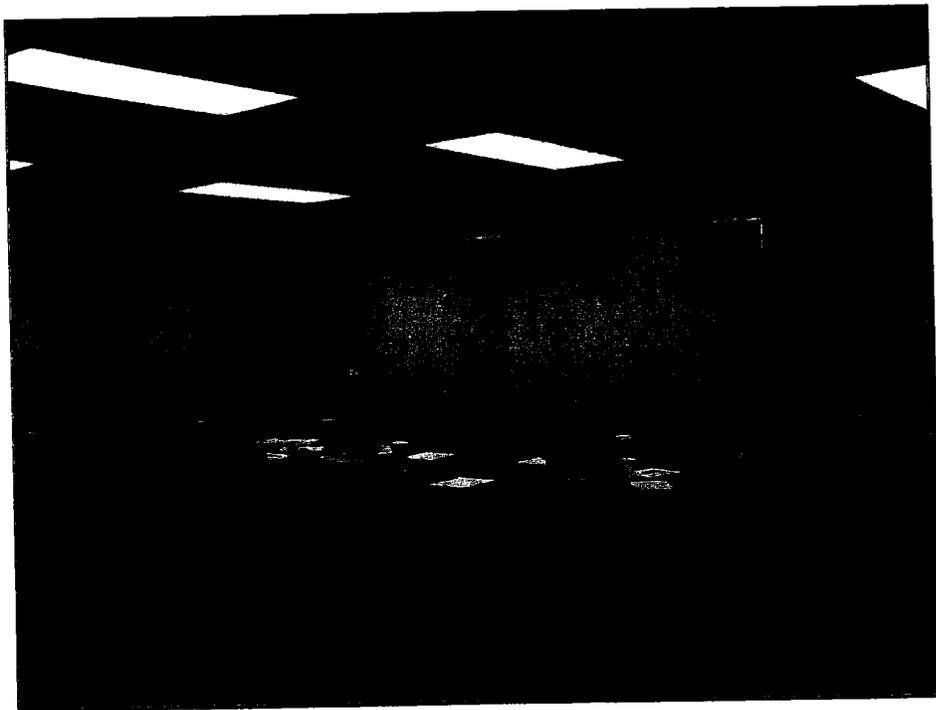
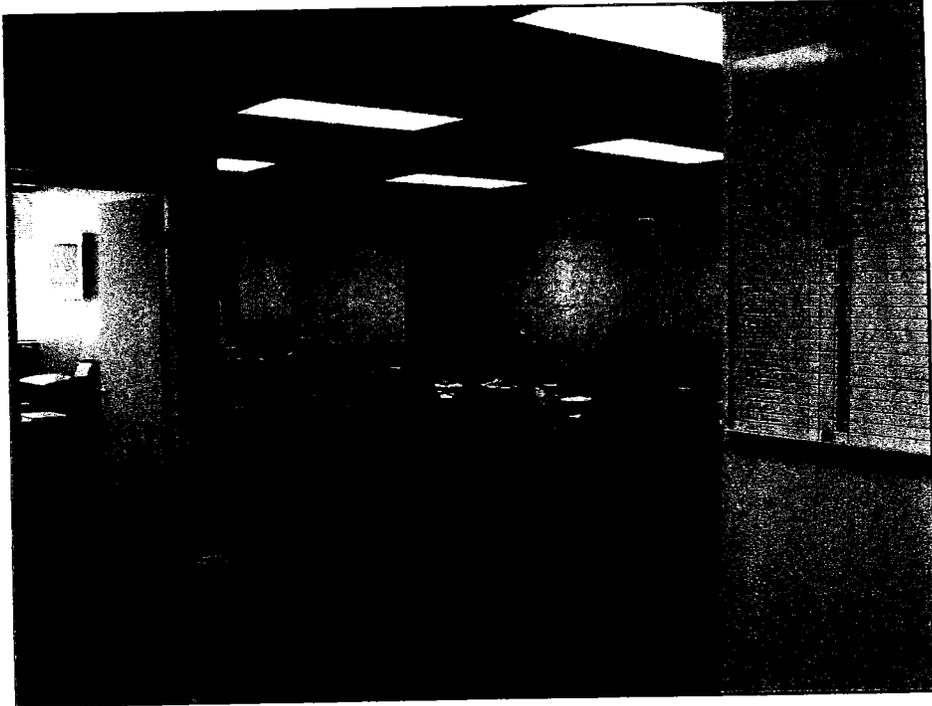
United Pacific Services, Inc. (UPS) mandates that all employees must be Certified by the National Arborist Association or its Equivalent and Certified in Cardiopulmonary Resuscitation and Emergency Cardiac Care "CPR". This Certification was created by the National Arborist Association with input from its Safety and Education Committees and ANSI Z133.1-1994 Committee members. ACRT., Inc. Institute of Arboriculture and Urban Forestry revised and expanded the scope of the original manual to incorporate new rules, regulations, and technology changes, especially those of the new OSHA 29 CFR, Part 1910.269 Distribution Safety Standards. The American National Standard Institute (ANSI) Z133.1-1994 Tree Safety Standard and OSHA 1910.269 require the owner (City, County, State, Federal, and Private Contractors) must certify that they have met the requirements by January 31, 1995 or that the contractors performing the work are certified. The ANSI Z133.1-1994 Standard is the tree care industry's consensus safety standard. ANSI Z133.1-1994 is enforced under the Occupational Safety and Health Act of the United States Federal Government. OSHA 1910.269 requires that tree worker must be trained in Cardio-Pulmonary Resuscitation (CPR) and must submit current proof to indicate they have satisfactorily completed an approved CPR training program.

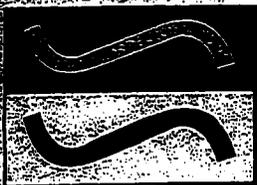
- ◆ *The majority of the employees of UPS have completed training thru the ACRT, Inc. Institute of Arboriculture and Urban Forestry and thru the I.S.A. Safety Training Program and are Certified to meet the Federal CAL-OSHA regulation.*

SAFETY PROGRAMS.

1. Injury and Illness Prevention Safety Program - (see enclosed safety manual)
2. Weekly Tailgate Safety Meetings - (all crews including management staff)
3. Apprenticeship Training Programs - (first and third Saturday of each month)
4. Continuous training thru the ACRT., Inc. Institute of Arboriculture and Urban Forestry in all of their Safety Programs.
5. Continuous training in the Proper use of chain saws, climbing techniques, aerial rescue, ability to safely rope limbs, proper use of hand tools for line clearing, proper use of Aerial equipment, tree trimming, tree removal operations and the dangerous working around energized electric conductors - (training conducted by UPS Certified Tree Workers)
6. Continuous training with Video presentations by the I.S.A. Association in Professional Tree Care, Aerial Rescue, Chain Saw Safety, Pruning Techniques and the proper use of brush chippers and related equipment.
7. Monthly Safety Reviews by management staff. Incentive programs to promote a safe work environment - (lunches, dinners, bonus, days-off, week-end trips, etc.)
8. Assistance and training in obtaining Certification for "Tree Worker" and "Arborist" in the International Society of Arboriculture certification program (ISA).

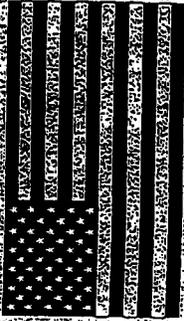
United Pacific Services, Inc.
Weekly Safety Meetings





**SAFETY
SERVICES
COMPANY**

CERTIFICATE OF RECOGNITION



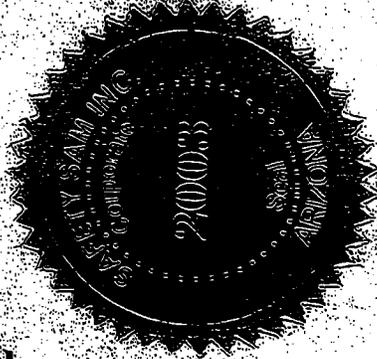
This certificate of recognition is awarded to

United Pacific Services, Inc

In recognition of active participation in the Safety Sam network of safety-minded companies and to demonstrate their commitment to O.S.H.A. compliance

ACTIVE MEMBER SINCE: 10/16/2007

EXPIRES: 12/06/2012



DEVON DICKINSON, PRESIDENT

SAFETY SERVICES COMPANY

P.O. BOX 6408

YUMA, AZ 85366-6408

TEL: (866) 204-4786

10/16/2007

DATE

MEMBERSHIP No.: C56284

American EHS
Environmental Health & Safety

Salvador Padilla

has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Macias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Atoncio Hernandez

has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Macias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Ignacio Gomez

has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Macias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Enrique Gutierrez

has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Macias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Antonio Gomez Sr.

has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Macias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Antonio Gomez Jr.

has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Macias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Evan Whitmarsh

has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Macias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Jose Torres

has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Macias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Gonzalo Hernandez

has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Macias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Julian Jimenez

has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Macias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Wilfredo Guevara

has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Mucias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Luis Padilla

has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Mucias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Eric L. Franklin

has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Mucias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

James A. Madison

has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Mucias
Instructor Signature

July 10, 2010
Renewal Date

EMS Safety Services

Roberto Inzunza

Has been certified in

CPR/Basic First Aid

Issue Date 2-26-11 Expiration Date 2-2013

Instructor J. Casillas Cert. # CA3105

EMS Safety Services

Jorge Torres

Has been certified in

CPR/Basic First Aid

Issue Date 2-26-11 Expiration Date 2-2013

Instructor J. Casillas Cert. # CA3105

**PRINCIPLES
OF
SAFETY MANAGEMENT**

Certificates of Completion / Compliance



**Safety
Training
Specialists, Inc.**

presents this certificate to:

Jack Mooring

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with
California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT

Course Director:

Occupational Health and Safety Administration --
National Safety Council -- American Safety and Health
Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI HAZMAT

Mariano Kramer

Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.stsoshia.com



**Safety
Training**

Specialists, Inc.

presents this certificate to:

Leo Ramirez

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with

California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT

Course Director:

Occupational Health and Safety Administration --
National Safety Council -- American Safety and Health
Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI HAZMAT

Mariano Kramer

Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.stsusha.com



**Safety
Training
Specialists, Inc.**

presents this certificate to:

Anthony Gutierrez

employee of United Pacific Services, Inc.

for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with

California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT

Course Director:

Occupational Health and Safety Administration --
National Safety Council -- American Safety and Health
Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI HAZMAT

Mariano Kramer

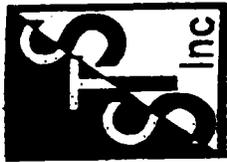
Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.stsoshna.com



**Safety
Training**

Specialists, Inc.

presents this certificate to:

Ignacio Gomez

employee of United Pacific Services, Inc.

for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with

California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT

Course Director:

Occupational Health and Safety Administration --
National Safety Council -- American Safety and Health
Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI HAZMAT

Mariano Kramer

Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.stsosha.com



**Safety
Training
Specialists, Inc.** presents this certificate to:

Eusebio Maldonado

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with
California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT

Course Director:

Occupational Health and Safety Administration --
National Safety Council -- American Safety and Health
Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI HAZMAT

Mariano Kramer

Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.stsusha.com



**Safety
Training
Specialists, Inc.**

presents this certificate to:

Tim Kudinoff

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with

California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT

Course Director:

Occupational Health and Safety Administration --
National Safety Council -- American Safety and Health
Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI HAZMAT

Mariano Kramer

Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.stsasha.com



**Safety
Training
Specialists, Inc.**

presents this certificate to:

Johnny Atkins

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with

California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT

Course Director:

Occupational Health and Safety Administration --
National Safety Council -- American Safety and Health
Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI HAZMAT

Mariano Kramer

Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.stsasha.com



**Safety
Training**

Specialists, Inc. *presents this certificate to:*

Antonio Gomez

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with

California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT

Course Director:

Occupational Health and Safety Administration --
National Safety Council -- American Safety and Health
Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI HAZMAT

Mariano Kramer

Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.stsasha.com



**Safety
Training**

Specialists, Inc. presents this certificate to:

Antonio Gomez Jr.

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with
California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT

Course Director:

Occupational Health and Safety Administration --
National Safety Council -- American Safety and Health
Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI HAZMAT

Mariano Kramer

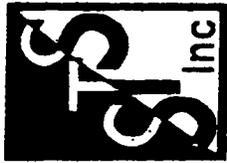
Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.stsasha.com



**Safety
Training**

Specialists, Inc.

presents this certificate to:

Jose Torres

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with

California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

**Frank J. Pedraza, RSA, RSM, RSO, EMT
Course Director:**

Occupational Health and Safety Administration --
National Safety Council -- American Safety and Health
Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI HAZMAT

Mariano Kramer

Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.sfsosha.com



**Safety
Training
Specialists, Inc.**

presents this certificate to:

Erik L. Franklin

Executive Vice-President of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with

California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT
Course Director:

Occupational Health and Safety Administration --
National Safety Council -- American Safety and Health
Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California CSTTHAZMAT

Mariano Kramer

Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.stsosha.com



**Safety
Training
Specialists, Inc.**

presents this certificate to:

Gus K. Franklin

President of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with

California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.
Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT
Course Director:

Occupational Health and Safety Administration --
National Safety Council -- American Safety and Health
Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI HAZMAT

Mariano Kramer
Instructor / Senior Safety Consultant

April 4th, 2008
Date of Completion

800 794-7233

www.stsosha.com

United Pacific Services, Inc.

Safety Employee Manual

Individual Employee Training Record

The first 10 items in the list are required for all employees. To identify job-specific training requirements for this employee, check off in column 1 the items under "Job-specific training" that apply to this employee's job description of tasks. Not every employee will need to be trained on every topic. The form shows you where to find appropriate training in the TCIA Tailgate Safety program. The "date" columns allow record keeping for up to three years on the same form. If an employee changes job tasks and no longer requires training on a topic, indicate by writing N/A in the date column.

|  | United Pacific Services, Inc. | | | |
|---|--|------|------|------|
| Name of employee: _____ | | | | |
| Training Topics | Tailgate* Session(s) | Date | Date | Date |
| Training required for all employees regardless of job duties | | | | |
| ANSI Z133 general awareness | 1, 2 | | | |
| Back safety – proper lifting, etc. | 11, 33 | | | |
| CPR/first aid/bloodborne pathogens awareness training | 10, 27, 28 | | | |
| Emergency response/aerial rescue | 34, 38 | | | |
| First aid kit location and use | | | | |
| Orientation - new employee | 16, 20, 23, 24, 26, 29, 30 | | | |
| Personal protective equipment: eye and face, hands, feet, head | 4, 5, 7, 8, 9 | | | |
| Slip, trip & fall avoidance | 22 | | | |
| Struck-by avoidance | 21, 31 | | | |
| Job-specific training required prior to exposure, periodically, and/or post-incident | | | | |
| Aerial lift inspection, maintenance and use | 37, 51, 63 | | | |
| Brush chipper safety | 17, 18, 39, 70, 76 | | | |
| Cabling & Bracing | 66 | | | |
| Chain saw operation & maintenance | 12, 13, 15, 73, 75 | | | |
| Climbing | 42, 52, 59, 60, 61, 62, 65, 69, 71, 72 | | | |
| CDL/defensive driver training | 45, 46, 47, 48, 53, 54, 55 | | | |
| Crane operations | 64, 74, 80 | | | |
| Electrical hazards, general awareness | 3, 40 | | | |
| Electrical hazards, advanced training | 36, 41, 57, 58 | | | |
| Equipment/tool security and theft protection | | | | |
| Hand and small power tool safety | 14, 25 | | | |
| Hazard Communication/Employee Right-to-Know | | | | |
| Hydraulic dump body safety | 79 | | | |
| Job site setup/traffic control | 32, 35 | | | |
| Lockout/Tagout | | | | |
| Operator's manual review – as needed | | | | |
| Pesticide application, spill prevention and response | 49, 50 | | | |
| Portable fire extinguisher use | 19 | | | |
| Respirators: fit testing, use and maintenance | 6 | | | |
| Rigging & Removal | 44, 56, 67, 77 | | | |
| Rope use, knot tying and line handling | | | | |
| Stump cutter safety | 68, 78 | | | |
| Other: | | | | |
| Other: | | | | |
| * References for Tailgate Safety, 5 th Edition, © 2007, Tree Care Industry Association | | | | |

Employee Safety Improvement Action Plan

This form should serve as a notice to the employee that he/she has violated a company safety policy.

Issued to: _____ Date issued: __/__/__ Date of infraction: __/__/__

Issued by: _____ Employee's immediate supervisor: _____

Deviations from company policy (*explain where appropriate*):

Personal Protective Equipment:

- Hard Hat
- Hearing Protection
- Eye/Face Protection
- Leg Protection
- Work Clothing
- Footwear
- Climbing Saddle
- Ropes
- Lanyards/Snaps/etc.
- Other

Explanation: _____

Work Practices:

- Inadequate Job Briefing
- Improper Lifting Technique
- Inadequate Traffic Control
- Improper Climbing Technique
- Improperly Tied In
- Improper Chain Saw Use
- Improper Chipper Use
- Worked Closer than Min. Approach Distance from Electrical Conductors
- Unapproved Work Methods
- Other

Explanation: _____

Equipment:

- Truck - Driving
- Unsafe Operation
- Seatbelt Not Fastened
- Equipment Misuse
- Key Left in Ignition
- Wheels not Chocked
- Misuse of Hand Tools
- Misuse of Power Tools
- Improper Tools Used Near Electrical Conductors
- Other

Explanation: _____

Has the employee previously been trained in this aspect of company policy? Yes No

If Yes, explain how and when (i.e. verbal instruction, video, O.T. J., other): _____

Date: __/__/__

Corrective compliance action to be taken by employee: _____

Date of compliance: __/__/__ Compliance acknowledged by: _____

Company disciplinary action taken: _____

Comments and potential penalty for repeat violations: _____

Notes: _____

Distributed to: Employee Manager _____ Crew Leader _____ Personnel File

Driver's Vehicle Inspection Report

Driver's Vehicle Inspection Report Trucks, Chippers & Other Towed Equipment

Truck no: _____ Work Location: _____

Odometer: _____ Hour Meter Reading: _____

Post-Trip Inspection Check appropriate box to indicate defect.

- | | | |
|---|--|---|
| <p>MECHANICAL</p> <ul style="list-style-type: none"> <input type="checkbox"/> Service Brakes Including Towing Brake Connection <input type="checkbox"/> Parking Brakes <input type="checkbox"/> Steering Mechanism <input type="checkbox"/> Tires <input type="checkbox"/> Horn <input type="checkbox"/> Windshield Wipers <input type="checkbox"/> Rear View Mirrors <input type="checkbox"/> Wheels & Rims <input type="checkbox"/> Coupling Devices <input type="checkbox"/> Exhaust System <input type="checkbox"/> Drive Belts <input type="checkbox"/> Mud Flaps <input type="checkbox"/> Suspension <input type="checkbox"/> Fluid Levels | <p>LIGHTING DEVICES & REFLECTORS</p> <ul style="list-style-type: none"> <input type="checkbox"/> Head Lights <input type="checkbox"/> Tail Lights <input type="checkbox"/> Brake Lights <input type="checkbox"/> Turn Signals <input type="checkbox"/> Body Lights <input type="checkbox"/> Hazard Lights <input type="checkbox"/> Dash/Warning Lights | <p>SAFETY & EMERGENCY EQUIPMENT</p> <ul style="list-style-type: none"> <input type="checkbox"/> Seat Belts <input type="checkbox"/> Spare Fuses <input type="checkbox"/> Fire Extinguisher <input type="checkbox"/> First Aid Kit <input type="checkbox"/> Traffic Signs (2) <input type="checkbox"/> Flags (2) <input type="checkbox"/> Road Cones (4) <input type="checkbox"/> Wheel Chocks (2) <input type="checkbox"/> Emerg. Triangles (3) <input type="checkbox"/> Traffic Vests (2) <input type="checkbox"/> Mud Flaps |
|---|--|---|

Other Towed Equipment Check appropriate box to indicate defect.

Towed Equipment No: _____

- | | | |
|--|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Oil Level <input type="checkbox"/> Radiator Level <input type="checkbox"/> Battery <input type="checkbox"/> Tires <input type="checkbox"/> Wheels & Rims <input type="checkbox"/> Brakes & Connections | <ul style="list-style-type: none"> <input type="checkbox"/> Draw Bar & Eye <input type="checkbox"/> Safety Chains <input type="checkbox"/> Frame <input type="checkbox"/> Chip Guard <input type="checkbox"/> Drive Belts | <ul style="list-style-type: none"> <input type="checkbox"/> Tail Lights <input type="checkbox"/> Turn Signals <input type="checkbox"/> Brake Lights <input type="checkbox"/> Hazard Lights <input type="checkbox"/> Wheel Chocks |
|--|--|---|

Comments: _____

Reporting Driver: _____ Date: _____ No Defects

Reviewing Driver: _____ Date: _____

Maintenance Action Above defects corrected
 Above defects need not be corrected for safe use

Mechanic's Signature: _____ Date: _____

Comments: _____

Before Driving Make Sure Your Vehicle is Safe!

(Do PRE-TRIP inspections using previous POST-TRIP form.)

Top Copy – Office

Bottom Copy - Driver

Truck Service & Preventive Maintenance Checklist

Truck Identification _____

Checked by _____

Daily/Weekly Ongoing Checks

- Fuel level
- Oil level
- Radiator coolant level
- Tires - proper inflation, wear spots and cuts
- Light system including flashers and signal lights
- Brakes - pedal and hand
- Steering for difficulties or play
- Leaks, rattles
- All gauges on dash panel

At 4 months or 3,000 miles (whichever is first)

- Complete chassis lubrication.
- Check and top off all fluid levels.
- Change engine oil.
- Replace oil filter.

At 8 months or 6,000 miles (whichever is first)

- Completely check out cooling system.
- Check suspension and steering systems.
- Adjust all drive belts and replace worn or damaged ones.
- Adjust brakes as may be required.
- Adjust clutch as may be required.
- Tighten wheel lugs.
- Check grease seals and lubricate wheel bearings.
- Check and tighten all shackles, U-bolts and fastenings on body.
- Check exhaust system for leaks and looseness, repair as necessary.

At 12 months or 12,000 miles (whichever is first)

- Complete engine tune-up.
- Clean underbody and check.
- Check and adjust throttle linkage.
- Check and adjust front wheel alignment – balance.
- Check front end.
- Check cab and fender mounts.
- Check function of heater and defroster.

Brush Chipper Preventive Maintenance Checklist

Chipper Identification _____

Checked by _____

Daily/Weekly Ongoing Checks

- Oil level
- Radiator coolant - clean grille
- Fuel level
- Belt tensions
- Knives and cutting mechanism
- Tires - correct pressure, wear spots and cuts
- Lights and brakes
- Wheel lug nuts and all fastenings
- Clean air filter

Monthly:

- Bearings greased
- If chipper sits for any length of time, turn drum or disc several times before starting.

At 3 months or 150 Hours operating time:

- Change engine oil.
- Change oil filter.
- Adjust all drive belts and replace worn or damaged ones.
- Check and adjust chipper rotation rpm per manual.

At 6 months or 300 hours operating time:

- Check for loosening of any components and weld cracks.
- Check and adjust wheel lug nuts and axle attaching bolts.
- Check tongue slide and chipper stand leg.
- Check pintle/pin/ball hitch for wear.
- Grease wheel bearings

At 12 months or 450 hours operating time:

- Complete engine tune-up.
- Check engine cooling system.
- Check all major adjustments per manual.
- Check brakes and lights if applicable.

Techniques for fewer problems with the chipper

Always let chipper warm up for three minutes.
Have up to high rpm before feeding heavy sticks.
If unit lugs, pull remaining branch back and redo at higher rpm.
Push material in with another stick.
Ease in clutch at low rpm.
Pull chipper with tongue extended to maximum length.
Conditions may vary, but keep chipper as level as possible when operating.
Always have a second crewmember directing when backing the chipper.
Keep knives in matched sets for best balance.

Equipment & Tool Inspection Checklist

- ❑ **Chain saws** The saw chain should be properly sharpened and tensioned. The chain brake (if equipped) and other anti-kickback devices must be functioning. Handles shouldn't be cracked or loose. All bolts and screws should be tight. The starter cord shouldn't be frayed or weakened. The power head should be relatively free of gas, oil and other contaminants, and the saw shouldn't be leaking either gas or oil.
- ❑ **Chopping tools, pole tools and other hand tools** Check for loose or cracked heads, and splintered or weakened handles. Blade eyes need to be tight-fitting and wedged.
- ❑ **Climbing equipment** Check for bent or cracked gates and wear on carabiners. Inspect all metal surfaces of personal support equipment, especially those that come into contact with the climbing line. Look for rust, corrosion, cracks, burs or other evidence of damage. Check saddle for abraded or worn webbing or stitching, loose grommets, etc. Inspect split tails, lanyards, false crotches, and any other equipment used for personal support or that could cause injury due to malfunction (mechanical ascenders, Big Shot, belay devices, etc.)
- ❑ **Fire extinguisher** Fully charged, inspected and accessible.
- ❑ **First aid kits** Adequately stocked and accessible.
- ❑ **Ladders** Safety feet and other auxiliary equipment must be kept in good condition. Portable rung ladders should be equipped with non-slip bases when there is a hazard of slipping. All wood parts shall be free from sharp edges and splinters. Ladders shall be inspected frequently and those that have developed defects shall be withdrawn from service for repair or destruction and tagged or marked so they are not used. Rungs should be free of grease and oil.
- ❑ **PPE** Check for relative cleanliness of all PPE. Hard hats shouldn't have cracks, dents, excessive UV degradation or any loose or broken parts in the suspension. Hard hats should have the date of purchase/first use written legibly inside and should be removed from service in accordance with the manufacturer's recommendation, sooner in areas of higher UV radiation. Eye protection should be free of cracks and large scratches that impair vision. Hearing protection should be functional and sanitary.
- ❑ **Rigging Gear** Record of use for rigging equipment, (cycles to failure). Lines should be inspected and milked if the cover and core have different stretch characteristics. Inspect all rigging slings and lines as with climbing lines. Inspect all rescue pulleys, blocks and other rigging devices (Lowering devices, carabiners, snaps, shackles, etc.)

Milking a line: With double-braid and 16-strand ropes, the cover stretches at a different rate than the core, so you end up with a bit of cover without any core in it. This can be very dangerous, as this point is weaker and can cause friction knots/devices to fail with the sudden change in diameter.

Tie off one end of the line to a fixed object (tree, truck, etc.) Take an older split tail or length of climbing line, tie a taut line hitch on the line, tighten the hitch, and work the knot down the line. You will end up with more cover than core. Mark the spot just behind where the core ends, tape it and cut the line through the point where both core and cover are. Burn or whip the end to keep it from fraying.
- ❑ **Wedges, Chisels, and Gouges** Check for cracks and flaws, proper points and temper, and mushroomed heads.
- ❑ **Mental Toolbox** Make sure to have all necessary equipment for the day's tasks. Safety is often compromised through the improper use of a tool because the right tool isn't available.

New Employee Safety Checklist

| | | |
|--|--|-------------|
|  | United Pacific Services, Inc. | |
| Employee | Department | |
| Date Hired | Supervisor | |
| Supervisor: Check off each item as you discuss it with the new employee prior to having that employee start work. | | |
| 1. | Employee provided company safety policy & procedures | |
| 2. | Explained functions of company safety committee | |
| 3. | Reviewed injury-reporting procedures | |
| 4. | Reviewed hazard-reporting procedures | |
| 5. | Issued PPE: <input type="checkbox"/> eye protection <input type="checkbox"/> hearing protection <input type="checkbox"/> hard hat <input type="checkbox"/> respirator <input type="checkbox"/> other _____ <input type="checkbox"/> explained PPE use and care | |
| 6. | Reviewed ANSI Z133.1 general requirements | |
| 7. | Reviewed safe lifting procedures | |
| 8. | Reviewed avoidance of common job site hazards: <input type="checkbox"/> struck-bys <input type="checkbox"/> chain saw cuts <input type="checkbox"/> slips, trips & falls <input type="checkbox"/> heat stress <input type="checkbox"/> other _____ | |
| 9. | Received specific, documented training in tasks and hazards specific to his/her assignment | |
| 10. | Located first aid kits/medical service provider(s)/hospital | |
| 11. | Reviewed hazard communication program, location of material safety data sheets, and how to read an MSDS | |
| 12. | Reviewed emergency response/evacuation/first aid procedures and any specific duties | |
| 13. | Reviewed our disciplinary procedures | |
| 14. | Employee has demonstrated proficiency with the following (For new hires with previous experience): <input type="checkbox"/> chain saw <input type="checkbox"/> chipper <input type="checkbox"/> stump grinder <input type="checkbox"/> climbing <input type="checkbox"/> chip truck <input type="checkbox"/> loader <input type="checkbox"/> skid-steer <input type="checkbox"/> other _____ | |
| I acknowledge that information on the above subjects was furnished to me during my orientation. | | |
| Employee Signature | | Date |
| I have instructed the above named employee in the fundamentals of safety practices. | | |
| Supervisor Signature | | Date |

Storm Emergency Pre-Job Hazard Survey

A Tailgate session is advised and a Job Briefing is required every day before starting storm emergency work in order to identify and minimize hazards on the job. Please place a check mark in the box next to each of the following hazards that are relevant to this job and take the time to discuss them. Keep a copy of the completed form in an office file.

| | | |
|---|--------------------|--|
|  | | United Pacific Services, Inc. |
| Date | Crew leader | Job location |
| <u>HAZARD</u> | | <u>DISCUSS</u> |
| <input type="checkbox"/> Extreme Weather Conditions | | Effects on health, driving, walking, vision, & equipment |
| <input type="checkbox"/> Working at Night | | Being able to see <u>and</u> be seen |
| <input type="checkbox"/> Traffic Control | | Being struck, protection of work area, cones & signs |
| <input type="checkbox"/> Fatigue/Inadequate Sleep, Food | | Get adequate rest, food, liquids; take breaks as needed |
| <input type="checkbox"/> Downed Trees/Branches & Debris | | Hidden dangers - conductors, etc. |
| <input type="checkbox"/> Hanging/Dislodged Conductors | | Contact with trees, <u>any</u> overhead wires or metal objects |
| <input type="checkbox"/> Downed Conductors | | Consider ALL conductors energized |
| <input type="checkbox"/> Improper use of PPE | | Head, eye, hearing, foot, hand, leg, fall injuries |
| <input type="checkbox"/> Climbing in Damaged Trees | | Limbs not as strong, will break; look for danger limbs |
| <input type="checkbox"/> Wood under Pressure/Tension | | Relieve tension by cutting properly |
| <input type="checkbox"/> Pressure to Work Faster | | <u>DO NOT</u> take short cuts under any circumstances |
| <input type="checkbox"/> Making assumptions in an unfamiliar situation | | When in doubt, ask questions |
| <input type="checkbox"/> Others | | |
| Crew members' signatures: | | |
| 1. | | 2. |
| 3. | | 4. |
| 5. | | 6. |
| 7. | | 8. |
| Phone number in case of emergency: | | |

Pre-Job Hazard Survey

A job briefing is required at least once a day or before starting a new job in order to identify and minimize hazards on the job. This form may be used to help document the hazards found. Please place a check mark in the box next to each of the following hazards that are most relevant to this particular job and discuss them. Keep a copy of the completed form in an office file.

| | | |
|---|-------------|---|
|  | | United Pacific Services, Inc. |
| Date | Crew Leader | Job Location |
| Type of job | | |
| <u>HAZARD</u> | | <u>DISCUSS</u> |
| <input type="checkbox"/> day of the week/time of day | | Accidents can be dependent on how jobs are scheduled. They are more likely just before lunch, just before and just after holidays and vacation days |
| <input type="checkbox"/> extreme weather conditions | | frost bite, heat exhaustion, effect on driving |
| <input type="checkbox"/> inexperienced personnel | | their ability to detect hazardous conditions |
| <input type="checkbox"/> improper use of PPE | | head, eye, hearing, foot, hand, leg injuries |
| <input type="checkbox"/> distance to electrical conductors | | direct and/or indirect contact |
| <input type="checkbox"/> terrain | | slips, trips, and falls |
| <input type="checkbox"/> noise levels | | necessity of hand signals |
| <input type="checkbox"/> new equipment | | proper use and maintenance |
| <input type="checkbox"/> obstacles | | overhead and/or ground level |
| <input type="checkbox"/> traffic control | | being struck, protection of the work area, cones & signs |
| <input type="checkbox"/> moving/lifting heavy objects | | proper techniques and/or equipment |
| <input type="checkbox"/> chemicals | | contact with or exposure to |
| <input type="checkbox"/> Others | | |
| Crew members' signatures: | | |
| 1. | | 2. |
| 3. | | 4. |
| 5. | | 6. |
| 7. | | 8. |
| Phone number in case of emergency | | |

Employee Report of Safety Hazard



United Pacific Services, Inc.

| Name (optional) | Supervisor's Name | | Date |
|---|-----------------------------|--|---------------------------------------|
| Describe the equipment, process, work practice or workplace condition | Health and/or safety hazard | Suggestions for minimizing or abating hazard - or for training | Date and initial when action is taken |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |

Employee First Report of Injury

To be completed by/with employee who is injured in a work-related accident.

| | |
|---|---|
|  | <h3 style="margin: 0;">United Pacific Services, Inc.</h3> |
| Employee name, please print: | |
| Your job title: | Division (if applicable): |
| Your date of birth: | How long have you worked here? ___ years ___ months |
| Home telephone: | Cell phone: |
| Accident location: | |
| Date of accident: | Day of week: |
| Time of accident: AM/PM | |
| Describe fully how the accident occurred. | |
| Describe bodily injury sustained (body parts affected, right or left side, etc.) | |
| In your opinion, how could this accident have been prevented? | |
| Employee signature: | Date: |
| Supervisor's signature | Date: |

Incident Investigation Report

| | | | | | | | | | | | | | | | |
|---|---------------------------|---|----|---------------|--|-----------------|--|------------------|--|-------|--|--------------|-----------|--|--|
|  | | United Pacific Services, Inc. | | | | | | | | | | | | | |
| 1. Investigated by (please print): | | 2. Investigation date: | | | | | | | | | | | | | |
| 3. Employee(s) involved: | | 4. Employee(s) immediate supervisor: | | | | | | | | | | | | | |
| 5. Incident date and time: | 6. Date & time reported : | 7. Reported by: | | | | | | | | | | | | | |
| 8. Witness name(s): | | 9. Other employee(s) present: | | | | | | | | | | | | | |
| 10. Nature of incident (check all that apply): <input type="checkbox"/> Near miss <input type="checkbox"/> Vehicular accident <input type="checkbox"/> Pesticide/fertilizer spill <input type="checkbox"/> Property damage <input type="checkbox"/> Employee injury <input type="checkbox"/> Other | | | | | | | | | | | | | | | |
| 11. Incident description/nature of injury | | 12. Follow-up checklist: <input type="checkbox"/> Referred to medical facility/doctor <input type="checkbox"/> Employee returned to work (date) ___/___/___ <input type="checkbox"/> Injured employee statement attached <input type="checkbox"/> Witness statement(s) attached <input type="checkbox"/> Photographs of site attached <input type="checkbox"/> Diagrams of site attached <input type="checkbox"/> Equipment Records reviewed <input type="checkbox"/> Equipment records attached | | | | | | | | | | | | | |
| 13. Recommendations (corrective actions) to prevent a recurrence | | | | | | | | | | | | | | | |
| Date completed: _____ | | | | | | | | | | | | | | | |
| 14. Incident Cost Analysis <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Compliance</td> <td style="width: 30%; text-align: right;">\$</td> </tr> <tr> <td>Investigation</td> <td></td> </tr> <tr> <td>Production loss</td> <td></td> </tr> <tr> <td>Medical expenses</td> <td></td> </tr> <tr> <td>Other</td> <td></td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$</td> </tr> </table> | | Compliance | \$ | Investigation | | Production loss | | Medical expenses | | Other | | Total | \$ | 15. Safety Committee Actions <input type="checkbox"/> Review the incident <input type="checkbox"/> Communicate to management & employees <input type="checkbox"/> Train/re-train affected employees <input type="checkbox"/> Other: _____ | |
| Compliance | \$ | | | | | | | | | | | | | | |
| Investigation | | | | | | | | | | | | | | | |
| Production loss | | | | | | | | | | | | | | | |
| Medical expenses | | | | | | | | | | | | | | | |
| Other | | | | | | | | | | | | | | | |
| Total | \$ | | | | | | | | | | | | | | |
| Required signatures, date: Affected employee(s) _____ / / _____ / / _____ / / Employee(s) supervisor _____ / / Report preparer _____ / / Safety supervisor _____ / / | | | | | | | | | | | | | | | |

Statement of Illness & Injury Prevention Program Policy



United Pacific Services, Inc.

TO: ALL EMPLOYEES

SUBJECT: INJURY AND ILLNESS PREVENTION PROGRAM

As a member of our organization, you are expected to accept a moral obligation to your fellow employees and an economic obligation to the Company to see that operations under your care, custody and control are carried out in a safe and efficient manner.

Along with other responsibilities, safety consciousness must always exist in your thinking and planning. Because of this obligation, you must prevent obvious unsafe acts on the part of those you work with, and you must also anticipate potential hazards. After an accident occurs, it is too late to prevent it. You must recognize that working in an unsafe manner is counterproductive. Most important, you are encouraged to demonstrate leadership ability by setting a good example.

To make our approach to safety more effective and uniform throughout the organization, you are receiving this manual outlining and formalizing our injury and illness prevention policies and procedures. We feel this will be a useful tool to help in understanding and discharging our mutual responsibilities.

A handwritten signature in cursive script, appearing to read 'Gus Franklin'.

Gus Franklin, President
United Pacific Services, Inc.

Equipment / Color Pictures

Air Resource Board Certifications / CHP Bit Software

Aerial Certifications - Annual Inspection & DC Dielectric Tests

CALIFORNIA HIGHWAY PATROL

hereby awards this

Certificate of Achievement

to

UNITED PACIFIC SERVICES INC

5529 LEEDS ST

SOUTH GATE, CA 90280

2 Consecutive Satisfactory Ratings

Since JANUARY 5, 2005

There is established in the California Vehicle Code a biennial motor carrier safety compliance inspection program to be conducted by the California Highway Patrol.

That program, known as the Biennial Inspection of Terminals (BIT) Program, requires all motor carriers operating trucks from terminals located in California to undergo an inspection of each operational terminal to rate their compliance with applicable laws and regulations relating to motor carrier safety.

This is to certify that this terminal has achieved consecutive satisfactory safety compliance ratings as indicated above. The California Highway Patrol congratulates this terminal on this meritorious achievement and recognizes the commitment to highway safety demonstrated by the personnel responsible for the operation of this terminal.

8 20-13

CHP 341 (11-93) OFI 062



J. A. Freund
COMMISSIONER
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

California Environmental Protection Agency Air Resources Board

Certificate of Reporting Completion Truck and Bus Regulation

Issued to:
United Pacific Services Inc
Motor Carrier: CA-197287
31 Vehicles Reported

Based on the fleet owner having attested that the statements and information that it has provided to the Air Resources Board (ARB) are true, accurate, and complete regarding all vehicles in the fleet subject to compliance. ARB hereby finds that the fleet listed above has met the reporting requirements of title 13 California Code of Regulations, section 2055 of the Truck and Bus Regulation and can use alternative compliance options as specified in the regulation. If ARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to noncompliance penalties.

This certificate is valid until **December 31, 2013**



Robert Cross
Division Chief, Mobile Sources Control Division
California Air Resources Board

TRUCKS ID
20333

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/ondiesel/tblockup.php



UNITED PACIFIC SERVICES, INC.

All UPS trucks are inspected by using TATEMS BIT Software. If awarded contract, UPS will assign vehicles and provide current BIT inspection reports for those vehicles assigned to the contract.

TATEMS was created in 1998 with the CHP BIT Inspections (California Highway Patrol Biennial Inspection of Terminals) in mind by PC Help LTD. It's purpose is to simplify your Fleet Maintenance record keeping so that your mechanics can focus on the equipment rather than paperwork.

File Edit Records Reports Forms Tools Window Help

| Equip # | Description | Year | Make | Model | Customer | Odometer |
|---------|----------------|------|------------|---------------|----------|----------|
| FT23 | FLTR TRUCK | 1991 | PKC | | | 0 |
| GA20 | GRADER | 1997 | CHAMPION | 780A | BYZ | 0 |
| GA63 | GRADER | 1998 | JOHN DEERE | 772CH SERIES1 | BYZ | 0 |
| HT11 | SEMI | 1997 | INTERNATIO | AT-981D | BYZ | 803669 |
| HT16 | SEMI | 1997 | INTERNATIO | | | 816826 |
| HT17 | SEMI | 1999 | INT | | BYZ | 109002 |
| HT18 | SEMI | 1979 | INTERNATIO | | BYZ | 607 |
| PA22 | PAWFOOT PACKER | 1995 | CAT | CP563C | BYZ | 0 |

Equipment Number: HT17 Description: SEMI Type: Truck/Tractor 87 Records found

Notes Filters Inspections/Permits Work Orders Parts/Wheels

Equipment Summary 90-Day Inspection Labels/Service Needed Maintenance/Repairs Reports Completed Parts For This Equip Audit Log

Equipment Details

Sort Order: 1072 Out Of Service?

Vin Number: 1FDY96WZ0VA0000

Year: 1997

Make: FORD

Model: AT-981D

Engine: CAT3406 (#300413)

License Plate Number: PLN154

Control Equip Num: 56585

Purchase Order Num: 86588

Gas Card Num: 45455

Condition: Excellent

Fuel Type: Diesel

Unladen Weight: 5000

Licensed Gr Weight: 20000

Combined Gr Weight: 80000

Equipment Location

Customer: BYZ

Location: MED HAT

Department Or Area: Road

Current Odometer/Hours

Odometer: 803669 Hours Log: 16460 Update Odometer And Hours

Odometer Date: 03/31/2005 Hours Date: 11/14/2004

Inspection/Service

| Label/Service Type | Next Mileage/Km | Next Hours | Next Date |
|--------------------|-----------------|------------|-----------|
| 10000KMS/300HRS | 810553 | 16760 | |

90 Day Inspection Dates

90 Day Inspection Completion Date: 02/21/2005

Next 90 Day Inspection: 05/25/2005 90 Day Inspection Required

Driver History

| Driver Num | Name | Begin This Equip | End This Equip | Registration/Issues |
|------------|---------------|------------------|----------------|---------------------|
| 220 | MARTIN LAUSEN | | | Insurance |

Financials

Coolant Testing

Oil Analysis

Misc Details

Version 2005 3.1.0.0P TATEMS 2005 Best Viewed at a Screen Resolution of at least 1024 x 768

STATEMENT OF EQUIPMENT FORM

PROPOSER'S NAME: UNITED PACIFIC SERVICES, INC.
 ADDRESS: 120 E. La Habra Blvd., STE 107, La Habra, CA 90631-2310
 TELEPHONE: (562) 691-4600 x225

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

| TYPE OF EQUIPMENT | MAKE OF EQUIPMENT | MODEL | YEAR | SERIAL NUMBER | CONDITION OF EQUIPMENT | OPERATIONAL/ NON-OPERATIONAL | LOCATION |
|-------------------------|-------------------|--------------|------|---------------|------------------------|------------------------------|-----------------|
| 3/4 Ton P/U Ex Cab | GMC | 2500 HD | 2005 | 117920 | Excellent | Operational | South Gate Yard |
| 3/4 Ton P/U Ex Cab | GMC | 2500 HD | 2004 | 107768 | Excellent | Operational | South Gate Yard |
| 3/4 Ton P/U Ex Cab | GMC | 2500 HD | 2004 | 387977 | Excellent | Operational | South Gate Yard |
| 3/4 Ton P/U Ex Cab | GMC | 2500 HD | 2004 | 240479 | Excellent | Operational | South Gate Yard |
| 3/4 Ton P/U Ex Cab | GMC | 2500 HD | 2004 | 100434 | Excellent | Operational | South Gate Yard |
| Dump Truck | GMC | W4500 | 2003 | 001590 | Excellent | Operational | South Gate Yard |
| Dump Trk. Crew Cab | GMC | W4500 | 2002 | 802195 | Excellent | Operational | South Gate Yard |
| 1 Ton P.U. Crew Cab | Chevrolet | 3500 | 2001 | 181440 | Good | Operational | South Gate Yard |
| 1 Ton P.U. Crew Cab | Chevrolet | 3500 | 2001 | 186770 | Good | Operational | South Gate Yard |
| 1/2 Ton P.U. Ext. Cab | Ford | 1500 | 2000 | K37425 | Good | Operational | South Gate Yard |
| 3/4 Ton P.U. Ext. Cab | GMC | 2500 HD | 2004 | 385431 | Excellent | Operational | South Gate Yard |
| Tractor Loader | JCB | 520-50 | 2002 | 882790 | Good | Operational | South Gate Yard |
| Aerial Bucket Truck | STERLING | Terex 5FC-55 | 2001 | H56999 | Excellent | Operational | South Gate Yard |
| Aerial Bucket Truck 95' | GMC | Terex 6H-65 | 2002 | J504839 | Excellent | Operational | South Gate Yard |
| Chipper Truck | GMC | C7500 | 2004 | F501634 | Excellent | Operational | South Gate Yard |
| Roll-Off Truck | VOLVO | VN660 | 1999 | N776433 | Excellent | Operational | South Gate Yard |
| Brush Chipper | VERMEER | BC1500XL | 2009 | 1002261 | Excellent | Operational | South Gate Yard |

STATEMENT OF EQUIPMENT FORM

PROPOSER'S NAME: UNITED PACIFIC SERVICES, INC.
 ADDRESS: 120 E. La Habra Blvd., STE 107, La Habra, CA 90631-2310
 TELEPHONE: (562) 691-4600 x225

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

| TYPE OF EQUIPMENT | MAKE OF EQUIPMENT | MODEL | YEAR | SERIAL NUMBER | CONDITION OF EQUIPMENT | OPERATIONAL/ NON-OPERATIONAL | LOCATION |
|---------------------|-------------------|----------------|------|---------------|------------------------|------------------------------|-----------------|
| Stump Grinder | Vermeer | SC752 | 2002 | 658998 | Excellent | Operational | South Gate Yard |
| Stump Grinder | Vermeer | SC752 | 2003 | 781781 | Excellent | Operational | South Gate Yard |
| Brush Chipper | Bandit | 1890XP | 2008 | 002274 | Excellent | Operational | South Gate Yard |
| Chipper Truck | International | 4300 | 2003 | 588905 | Excellent | Operational | South Gate Yard |
| Aerial Bucket Truck | International | Terex 5FB-55 | 1997 | 476248 | Excellent | Operational | South Gate Yard |
| Aerial Bucket Truck | GMC | Altec AA600 | 1997 | 518437 | Excellent | Operational | South Gate Yard |
| Chipper Truck | FORD | F750 | 2000 | A43138 | Excellent | Operational | South Gate Yard |
| Chipper Truck | FORD | F750 | 2000 | A44032 | Excellent | Operational | South Gate Yard |
| Chipper Truck | FORD | F750 | 1998 | A00202 | Excellent | Operational | South Gate Yard |
| Aerial Bucket Truck | FORD | Terex 5FB-55 | 1996 | A54812 | Excellent | Operational | South Gate Yard |
| Aerial Bucket Truck | FORD | Terex 5FB-55 | 1996 | A54366 | Excellent | Operational | South Gate Yard |
| Brush Chipper | Vermeer | BC1800XL | 2010 | 1002713 | Excellent | Operational | South Gate Yard |
| Brush Chipper | Vermeer | BC1400XL | 2004 | 001686 | Excellent | Operational | South Gate Yard |
| Brush Chipper | Vermeer | BC1400XL | 2004 | 001751 | Excellent | Operational | South Gate Yard |
| Crane Truck | GMC | National Crane | 1994 | 506189 | Excellent | Operational | South Gate Yard |
| Aerial Bucket Truck | GMC | Altec AA600 | 1994 | 503262 | Excellent | Operational | South Gate Yard |
| Stump Grinder | Rayco | RG1635 | 2008 | 210108 | Excellent | Operational | South Gate Yard |

UNITED PACIFIC SERVICES

Specialized Equipment

VARIOUS JOB SITES - COLOR PICTURES

County of Los Angeles - As-needed Emergency contract

City of Rancho Cucamonga - Annual contract

City of Del Mar - Annual contract

Color Pictures utilizing the following equipment:



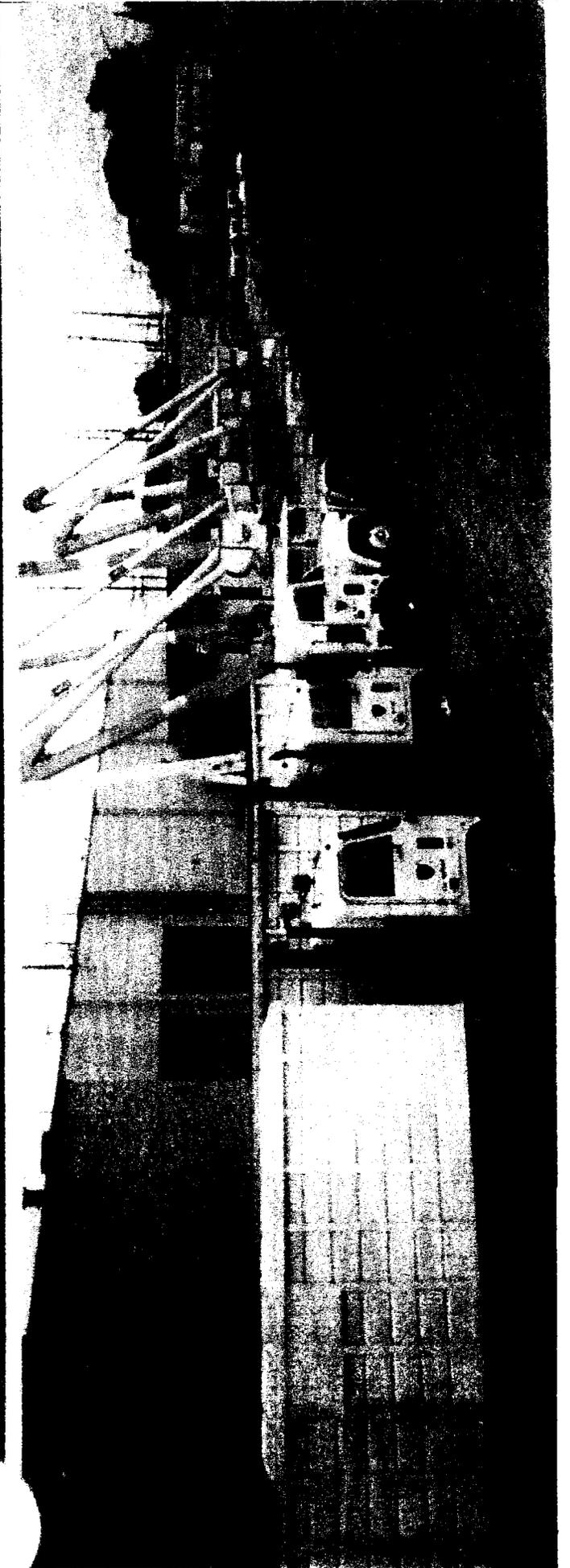
- 1.) 95' Aerial bucket / boom truck
- 2.) 8-Ton crane truck - 3 stage at 65' height
- 3.) 35-ton crane truck - 3 stage at 125' height
- 4.) 16' JCB loader with grapple bucket
- 5.) 2010 - BC1500 Vermeer chipper
- 6.) 2009 - 1890 Bandit Chipper / whole tree
- 7.) 2006 - International chipper dump truck

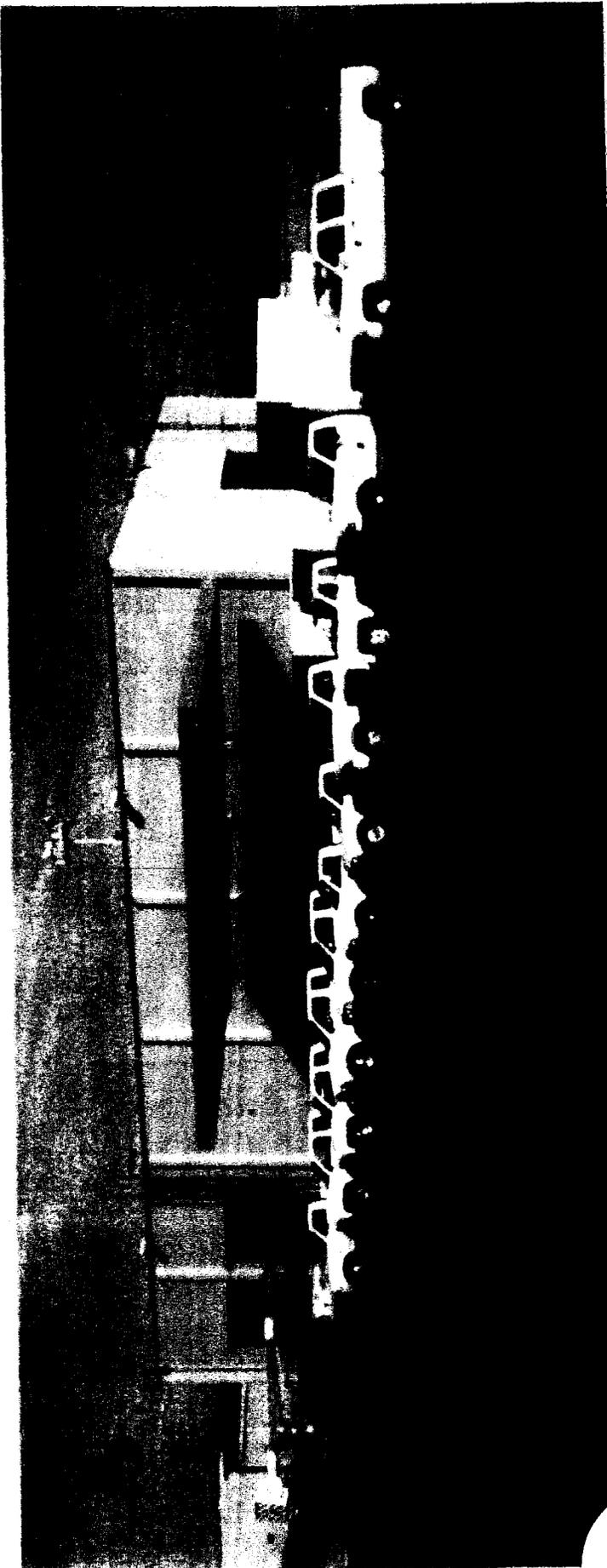
Crane Operators Permit



- 1.)
Robin Ryti
Crane and Hoisting Certification
Registration Number: 2377305
Certified for crane type: LHC-SHC-BTC
- 2.)
Victor Mendoza
Crane and Hoisting Certification
Registration Number: 10783
Certified for crane type: LHC-SHC-BTC

UNITED PACIFIC SERVICES, INC.





TEREX Utilities

PERIODIC/MAINTENANCE DIELECTRIC TEST

Aerial - Category A and B

Customer: United Pacific Services

Unit No.: 995-2002

Equipment Identification:

Manufacturer: Hi-Rover Model: 6H-65-90

Upper Boom Test: _____ Chassis Insulating Test: _____

Upper Boom Angle: 30 ° Upper Boom Angle: 45 °

Lower Boom Angle: 45 ° Lower Boom Angle: 30 °

Telescopic Booms: Fully Extended Fully Retracted

Test Equipment: Model-S/N ACT 12060 Ser. 26

ANSI/SIA A92.2

Work Order No. 35959

Date: 8/17/12

License No.: 8W16487

S/N: 20202118476

Air Temp. 98 °F

Humidity 10 %

Time 1:00 am/pm

To Minimum Extension Label

Calibration Date: 6/23/12

1. CATEGORY A & B INSULATING AERIAL DEVICE (with lower test electrode system)

Note: $\mu\text{A} = \text{Micro amp}$

| Unit Qualification Voltage | AC TEST - 1 Minute | | | DC TEST - 3 Minutes | | | Initial | |
|----------------------------|--------------------|--------------------|-----------------------|---------------------|--------------|-----------------------|---------|--------|
| | TEST VOLTAGE | Time | Leakage μA | TEST VOLTAGE | Time | Leakage μA | Accept | Reject |
| 46KV & Below | 40KV | Start | | 56KV | Start | | | |
| | | Finish | | | Finish | | | |
| | | Max. Leakage | 40 μA | | Max. Leakage | 28 μA | | |
| 69KV | 60KV | Start <u>1:15</u> | 55 μA | 84KV | Start | | A.O. | |
| | | Finish <u>1:16</u> | 50 μA | | Finish | | | |
| | | Max. Leakage | 60 μA | | Max. Leakage | 42 μA | | |

2. LOWER TEST ELECTRODE SYSTEM:

Test for "Electrical Continuity" between the center core of the test terminal and the following:

Outer Test Band Less than 100 OHMS

Hose Assembly Bulkhead Less than 100 OHMS

PVC Tube Bands Less than 100 OHMS

Inner Test Band Less than 100 OHMS

Leveling Rod Bands Less than 100 OHMS

Other _____ Less than 100 OHMS

Test for "Electrical Insulation" between the center core of the test terminal and steel elbow:

More than 10,000 OHMS

3. CHASSIS INSULATING SYSTEM (lower boom insert)

| AC TEST - 3 Minute | | | DC TEST - 3 Minutes | | | Initial | |
|--------------------|--------------------|--------------------|---------------------|--------------|-------------------|---------|--------|
| TEST VOLTAGE | Time | Leakage | TEST VOLTAGE | Time | Leakage | Accept | Reject |
| 35KV | Start <u>1:25</u> | 900 μA | 50KV | Start | | A.O. | |
| | Finish <u>1:28</u> | 900 μA | | Finish | | | |
| | Max. Leakage | 3000 μA | | Max. Leakage | 100 μA | | |

4. COMPONENT TEST

| DESCRIPTION | AC TEST - 1 Minute | | | | DC TEST - 3 Minutes | | Initial | |
|-------------|--------------------|---------------|---------------|---------------|---------------------|--------|---------|--|
| | Test Voltage | KV | KV | KV | KV | Accept | Reject | |
| S/N _____ | Start | μA | μA | μA | μA | | | |
| | Finish | μA | μA | μA | μA | | | |
| | Max. Leakage | μA | μA | μA | μA | | | |

Tested by: Anthony PETERA Location: Foster WA

Comments: _____



TEREX®

Utilities

Aerial Platform Annual Inspection

In Accordance with ANSI A92.2

Shop Work Order: 35959 Test Date 8/17/12
 Customer United Pacific Services
 Location Fontana, CA.
 Inspector ANTHONY GJEDA Inspector Number 59307

Chassis and Unit Information

Chassis Year 2001 Chassis Model GMC
 Vin Number 1GDT7H4C22J504839
 License Plate number 8W16487
 Odometer 43340 Eng. HR/Meter N/A
 Unit Manufacturer Hi Range
 Model Number 6H-65-90
 Serial Number 20202118476
 Unit Number 995-2002 PTO HR/Meter 6847

FONTANA
 8594 CHERRY AVE
 FONTANA, CA 92335
 TEL: (909) 565-1234
 FAX: (909) 565-1212

TEREX
 10000 W. CENTRAL
 DENVER, CO 80231
 TEL: (303) 440-1000
 FAX: (303) 440-1001

TEREX ATE
 10000 W. CENTRAL
 DENVER, CO 80231
 TEL: (303) 440-1000
 FAX: (303) 440-1001

TEREX
 10000 W. CENTRAL
 DENVER, CO 80231
 TEL: (303) 440-1000
 FAX: (303) 440-1001

TEREX
 10000 W. CENTRAL
 DENVER, CO 80231
 TEL: (303) 440-1000
 FAX: (303) 440-1001

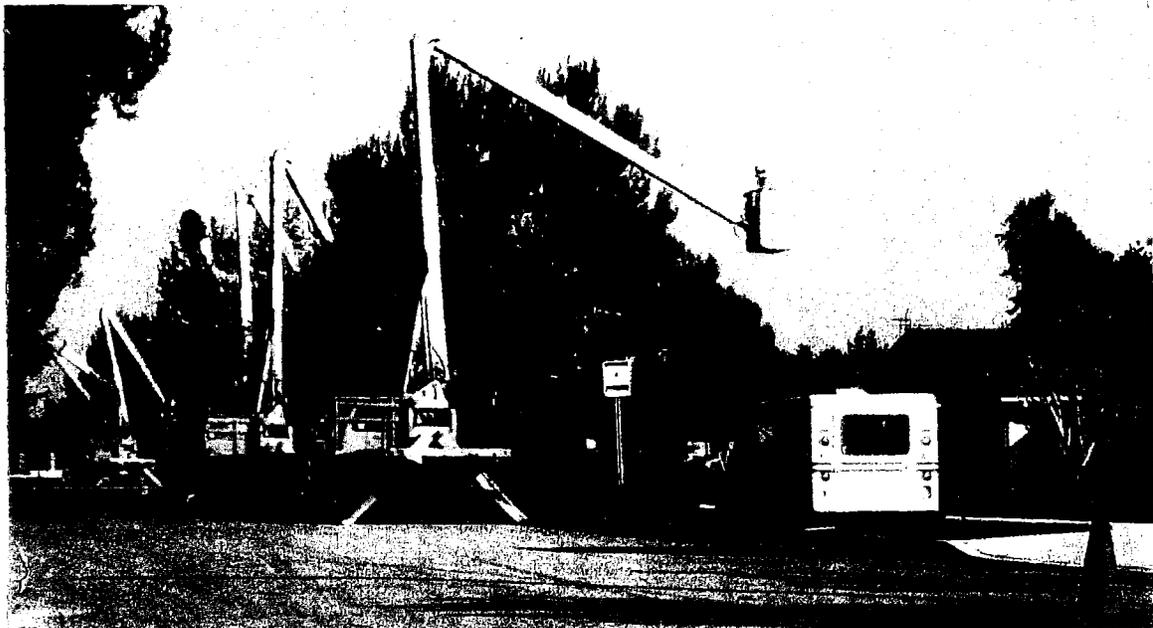
TEREX
 10000 W. CENTRAL
 DENVER, CO 80231
 TEL: (303) 440-1000
 FAX: (303) 440-1001

**UNITED PACIFIC CORPORATION
MUNICIPAL TREE TRIMMING DIVISION**

1.



2.



1. Selected by the Los Angeles Olympic Organizing Committee to trim and prune all of Exposition Park featuring over 1400 trees representing 36 distinct species situated on 130 acres in the heart of Los Angeles, headquarters and site for the opening ceremony 1984 Summer Olympic Games.

2. United Pacific trimming trees for the City of

91.

Cal-Osha Certifications / Training Program

OSHA OUTREACH TRAINING PROGRAM REPORT

Statement of Certification. I certify that I have conducted this outreach training class in accordance with the OSHA Outreach Training Program guidelines. I have maintained the training records as required by these guidelines and I will provide these records to the OSHA Directorate of Training and Education (or their designee) upon request. I understand that I will be subject to immediate dismissal from the OSHA Outreach Training Program if information provided herein is not true and correct. I further understand that providing false information herein may subject me to civil and criminal penalties under Federal law, including section 17(g) of the Occupational Safety and Health Act, 29 U.S.C. 666(g), which provides criminal penalties for making false statements or representations in any document filed pursuant to that Act. I hereby attest that the information on this form is true and correct.

Trainer Signature: Frank J. Pedraza Date: Sept 10, 2011

If submitting this application by electronic means, by checking the box to the left or affixing a signature, I attest that all information provided in this submission is true and accurate.

Course Conducted:

- 10-hour Construction
- 10-hour General Industry
- 30-hour Construction
- 30-hour General Industry

Course Information (check all that apply):

- Spanish Youth (age 18 or less) Training conducted outside US
- Language other than English or Spanish
- OSHA Alliance or Partnership related (specify below)

State in which training was held (or country if outside of US): _____

Course End Date: 9/10/2011 (Requests cannot be older than 6 months)

Number of Students: _____ (Enter names on back or on separate sheet. More than 50 requires prior approval)

Primary Trainer Course Information

Your Responsible Training Organization (which OTI Education Center, or OSHA) _____

ID Number* _____ Name _____ Course (#500/#501/#502/#503) 1/1 Expiration Date

* ID number - only applies to trainers who have received student cards

Address (Use an address that will come directly to you; if you have an ID and your address is unchanged, don't complete this)

Check if this is a new address
Company / Dept. _____

Address _____

FRANK J. PEDRAZA

P.O. BOX 396

GLINDORA CA 91740

City /State /Zip _____

Phone Number _____

(909)-592-3599 ext. _____ E-mail: FRANK.PEDRAZA@STSOSHA.COM

Documentation must include:

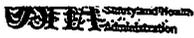
- (1) Outreach Training Program Report
- (2) Copy of trainer card if this is your first class or you updated your trainer status
- (3) Student names
- (4) Topic list and the time spent on each

Important notes:

- * See Attachment B for where to send card request
- * Trainers' course records must include sign-in sheets collected for each day
- * Maintain records which indicate the card number dispensed to each student
- * Print or type trainer's name on card to ensure legible
- * Send separate documentation for each class

10-Hour Topics (30-hour class, see back, or include a separate topic list)
Indicate the amount of time spent on each of the topics in the class.

| Hours* <u>Construction</u> | Hours* <u>General Industry</u> |
|---|--|
| <input type="checkbox"/> Required Introduction to OSHA | <input type="checkbox"/> Required Introduction to OSHA |
| <input type="checkbox"/> Required OSHA Focus Four Hazards - including: Fall Protection, Electrical, Struck By, Caught in/between | <input type="checkbox"/> Required Walking and Working Surfaces |
| <input type="checkbox"/> Required Personal Protective and Lifesaving Equipment | <input type="checkbox"/> Required Exit Routes, Emergency Action Plans, Fire Prevention Plans and Fire Protection |
| <input type="checkbox"/> Required Health Hazards in Construction - including: Hazard Communication and Silica | <input type="checkbox"/> Required Electrical |
| Elective Topics: | <input type="checkbox"/> Required Personal Protective Equipment |
| <input type="checkbox"/> Materials Handling, Storage, Use and Disposal | <input type="checkbox"/> Required Hazard Communication |
| <input type="checkbox"/> Tools - Hand and Power | Elective Topics: |
| <input type="checkbox"/> Scaffolds | <input type="checkbox"/> Hazardous Materials (Flammable and Combustible Liquids) |
| <input type="checkbox"/> Cranes, Derricks, Hoists, Elevators, and Conveyors | <input type="checkbox"/> Materials Handling |
| <input type="checkbox"/> Excavations | <input type="checkbox"/> Machine Guarding |
| <input type="checkbox"/> Stairways and Ladders | <input type="checkbox"/> Introduction to Industrial Hygiene |
| Optional: Other OSHA Construction hazards or policies | <input type="checkbox"/> Bloodborne Pathogens |
| _____ | <input type="checkbox"/> Ergonomics |
| _____ | <input type="checkbox"/> Safety and Health Programs |
| _____ | <input type="checkbox"/> Fall Protection |
| _____ | Optional: Other OSHA General Industry hazards or policies |
| _____ | _____ |
| _____ | _____ |



34-003371591

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health
Bertha Luna

Frank J. Pedraza

(Trainer name - print or type)

09-10-11

(Course end date)



34-003371585

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health
Mauricio Gonzalez

Frank J. Pedraza

(Trainer name - print or type)

09-10-11

(Course end date)



34-003371582

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health
Roberfo Hernandez

Frank J. Pedraza

(Trainer name - print or type)

09-10-11

(Course end date)



34-003371597

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health
Angel Lopez

Frank J. Pedraza

(Trainer name - print or type)

09-10-11

(Course end date)



34-003371596

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health
Francisco Gonzalez

Frank J. Pedraza

(Trainer name - print or type)

09-10-11

(Course end date)



34-003371584

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health
Ignacio Gomez

Frank J. Pedraza

(Trainer name - print or type)

09-10-11

(Course end date)



34-003371581

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health
Wilfredo Mejia

Frank J. Pedraza

(Trainer name - print or type)

09-10-11

(Course end date)



34-003371598

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health
Roberto Ramirez

Frank J. Pedraza

(Trainer name - print or type)

09-10-11

(Course end date)



34-003371600

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health
Enrique Gutierrez



34-003371592

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health
Jaime Perez

Frank J. Pedraza

(Trainer name - print or type)

09-10-11

(Course end date)

Frank J. Pedraza

(Trainer name - print or type)

09-10-11

(Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health **Eusebio Maldonado**

Frank J. Pedraza 09-10-11
(Trainer name - print or type) (Course end date)

OSHA Occupational Safety and Health Administration 34-003371589

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health **Mariano Clara**

Frank J. Pedraza 09-10-11
(Trainer name - print or type) (Course end date)

OSHA Occupational Safety and Health Administration 34-003371594

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health **Fernon Chavez**

Frank J. Pedraza 09-10-11
(Trainer name - print or type) (Course end date)

OSHA Occupational Safety and Health Administration 34-003371588

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health **Eloy Zuruga Zepeda**

Frank J. Pedraza 09-10-11
(Trainer name - print or type) (Course end date)

OSHA Occupational Safety and Health Administration 34-003371575

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Luis Alberto Lopez

Frank J. Pedraza 09-10-11
(Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health **Alejandro Lopez**

Frank J. Pedraza 09-10-11
(Trainer name - print or type) (Course end date)

OSHA Occupational Safety and Health Administration 34-003371586

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health **Enrique Mendez**

Frank J. Pedraza 09-10-11
(Trainer name - print or type) (Course end date)

OSHA Occupational Safety and Health Administration 34-003371595

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health **Jose Torres**

Frank J. Pedraza 09-10-11
(Trainer name - print or type) (Course end date)

OSHA Occupational Safety and Health Administration 34-003371587

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health **Hector Vargas**

Frank J. Pedraza 09-10-11
(Trainer name - print or type) (Course end date)

OSHA Occupational Safety and Health Administration 34-003371579

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Luis Alberto Lopez

Frank J. Pedraza 09-10-11
(Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Felix Marcos

Frank J. Pedraza 09-10-11

(Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Antonio Gomez

Frank J. Pedraza 09-10-11

(Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

ATANACIO HERNANDEZ

Frank J. Pedraza 09-10-11

(Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Luis H. Padilla

Frank J. Pedraza 09-10-11

(Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Julian Jimenez

Frank J. Pedraza 09-10-11

(Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Jesús Wacón

Frank J. Pedraza 09-10-11

(Trainer name - print or type) (Course end date)



34-003366601

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

JAMES MADISON

FRANK J. PEDRAZA 7-18-11

(Trainer name - print or type)

(Course end date)



34-003366602

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

ERIC FRANKLIN

Frank J. Pedraza 07-18-11

(Trainer name - print or type)

(Course end date)



34-003366603

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

GONZALO HERNANDEZ

Frank J. Pedraza 07-18-11

(Trainer name - print or type)

(Course end date)



34-003366604

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Johnny Atkins

Frank J. Pedraza 07-18-11

(Trainer name - print or type)

(Course end date)



34-003366605

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Leo Ramirez

Frank J. Pedraza 07-18-11

(Trainer name - print or type)

(Course end date)



34-003366598

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Evan Whitmarsh

Frank J. Pedraza

07-18-11

(Trainer name - print or type)

(Course end date)



34-003366599

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Anthony Gutierrez

Frank J. Pedraza

07-18-11

(Trainer name - print or type)

(Course end date)



34-003366600

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Antonio Gomez Jr.

Frank J. Pedraza

07-18-11

(Trainer name - print or type)

(Course end date)

SAFETY TRAINING DOCUMENTATION

United Pacific Services, Inc.
 120 W. La Habra Blvd. #107
 La Habra, CA 90631

| | | | |
|-------------|--|--|--|
| Date: | 09/10/11 | Management Representative: | Gus Franklin |
| Topic: | OSHA 10-Hour Construction Safety & Health Course | Compliance Code: | 3203, 1509-1511 |
| Instructor: | Ricardo Garcia | <input checked="" type="checkbox"/> Test | <input checked="" type="checkbox"/> Video <input type="checkbox"/> English <input checked="" type="checkbox"/> Spanish |

Comments:
 Day 2 Sat September 10th 7:00 am to 12:00 pm

EMPLOYEES ATTENDING

| PRINT Name CLEARLY | SIGNATURE |
|----------------------|--------------------------|
| 1. Enrique Muñoz | <i>Enrique Muñoz</i> |
| 2. ROBERTO HERNANDEZ | <i>ROBERTO HERNANDEZ</i> |
| 3. ALEJANDRO LÓPEZ | <i>[Signature]</i> |
| 4. Ignacio Gomez | <i>Ignacio Gomez</i> |
| 5. Eloy Zonga Zepeda | <i>Eloy Zonga Zepeda</i> |
| 6. FLEMON CHAVEZ | <i>Flemon Chavez</i> |
| 7. Julia Jimenez | <i>Julia Jimenez</i> |
| 8. FELIX MARCOS | <i>FELIX MARCOS</i> |
| 9. Wilfredo Mejia | <i>[Signature]</i> |
| 10. HECTOR VARGAS | <i>[Signature]</i> |
| 11. BERTHA LUNA | <i>Bertha Luna</i> |
| 12. MARIANO CLARA | <i>MARIANO CLARA</i> |
| 13. Alejandro Castro | <i>Alejandro Castro</i> |
| 14. Juan Perez | <i>[Signature]</i> |



Safety Training Specialists, Inc.

800-794-7233 ♦ Fax 909-592-5899 ♦ www.stsosha.com ♦ Bilingual Nationwide Service ♦ Est. 1981

SAFETY TRAINING DOCUMENTATION

| | |
|----------------------------|------------------------|
| 15. Mauricio Chetzaltitla | Marcero Chetzaltitla |
| 16. Eusebio Maldonado | Eusebio Maldonado |
| 17. Luis Alberto Lopez | Luis Alberto Lopez |
| 18. Francisco Chetzaltitla | Francisco Chetzaltitla |
| 19. Luis Padilla | Luis Padilla |
| 20. Antonio Gonzalez | Antonio Gonzalez |
| 21. Enrique Gutierrez | Enrique Gutierrez |
| 22. Roberto Inzunza | Roberto Inzunza |
| 23. Jose Torres | José Torres |
| 24. | |
| 25. Anaconda Hernandez | Anaconda Hernandez |
| 26. Jaime Perez | Jaime Perez |
| 27. Angel Lopez | Angel Lopez |
| 28. Jesus Macciel | Jesús Macciel |
| 29. | |
| 30. | |
| 31. | |
| 32. | |
| 33. | |
| 34. | |
| 35. | |
| 36. | |



Safety Training Specialists, Inc.

800-794-7233 ♦ Fax 909-592-5899 ♦ www.stsosha.com ♦ Bilingual Nationwide Service ♦ Est. 1981

SAFETY TRAINING DOCUMENTATION

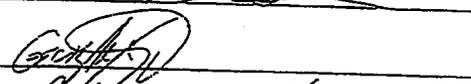
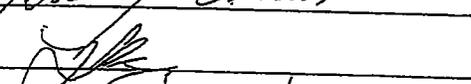
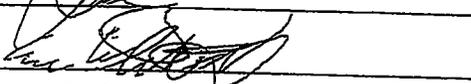
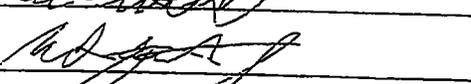
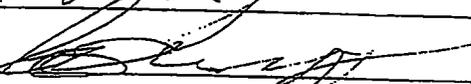
United Pacific Services, Inc.
 120 W. La Habra Blvd. #107
 La Habra, CA 90631

| | | | |
|-------------|---|---|--------------|
| Date: | 07/18/11 | Management Representative: | Gus Franklin |
| Topic: | Principles of Safety & Health OSHA 10-Hour Day 2 | Compliance Code: | 3203 |
| Instructor: | Frank J. Pedraza | <input checked="" type="checkbox"/> Test <input checked="" type="checkbox"/> Video <input checked="" type="checkbox"/> English <input type="checkbox"/> Spanish | |

Comments:

5:00 pm to 9:00 pm

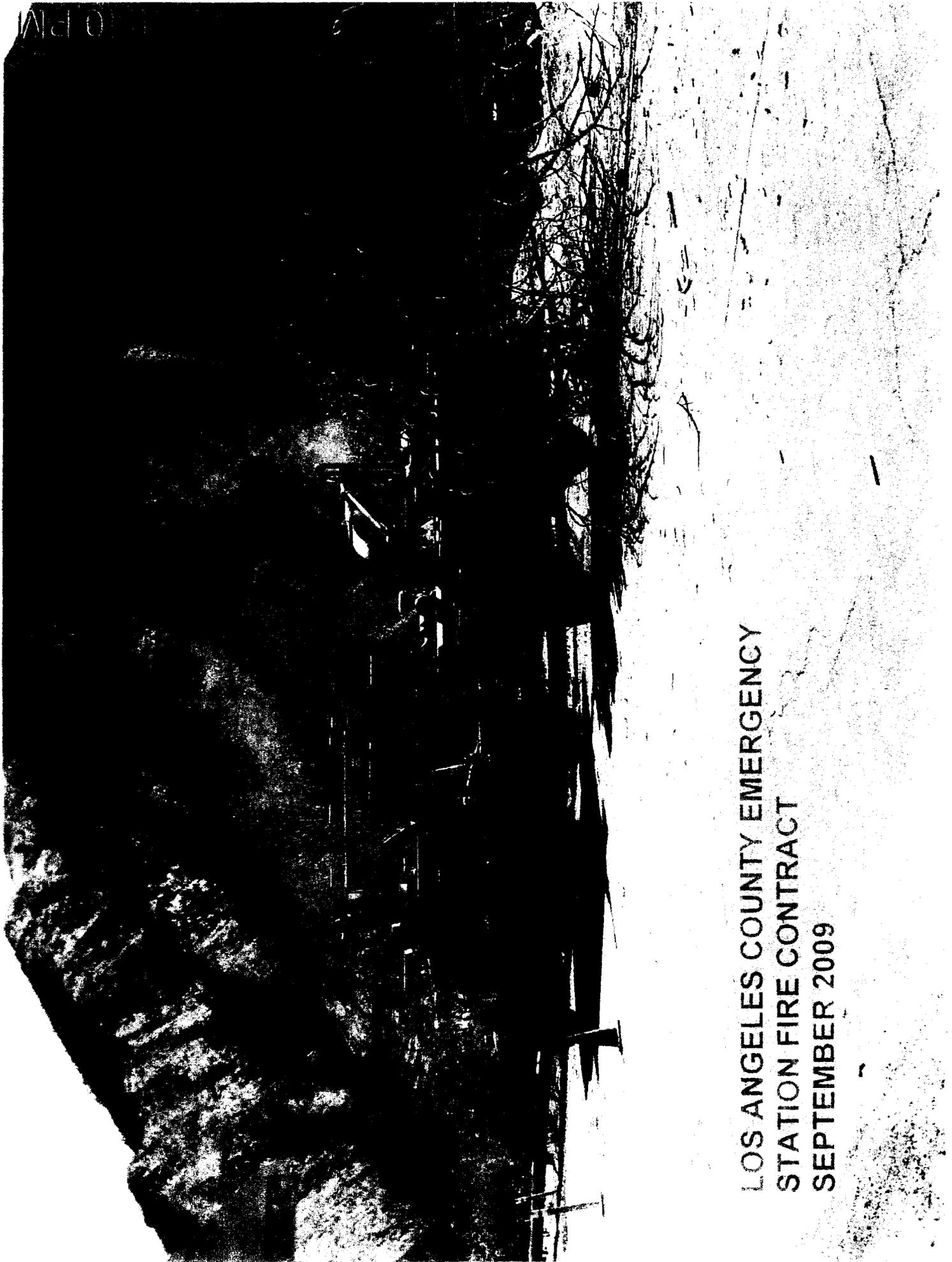
EMPLOYEES ATTENDING

| # | PRINT Name CLEARLY | SIGNATURE |
|-----|--------------------|--|
| 1. | JAMES MADISON |  |
| 2. | ERIC FRANKLIN |  |
| 3. | GONZALO HERNANDEZ |  |
| 4. | JOHNNY ATKINS |  |
| 5. | LEO RAMIREZ |  |
| 6. | EVAN WHITBACH |  |
| 7. | ANTHONY COUTIERREZ |  |
| 8. | ANTONIO RAMIREZ JR |  |
| 9. | | |
| 10. | | |
| 11. | | |
| 12. | | |
| 13. | | |
| 14. | | |



Safety Training Specialists, Inc.

800-794-7233 ♦ Fax 909-592-5899 ♦ www.stsosha.com ♦ Bilingual Nationwide Service ♦ Est. 1981



LOS ANGELES COUNTY EMERGENCY
STATION FIRE CONTRACT
SEPTEMBER 2009

1:00 PM

Safety Orientation Class / Certifications



UNITED PACIFIC SERVICES, INC.

Safety Orientation Class

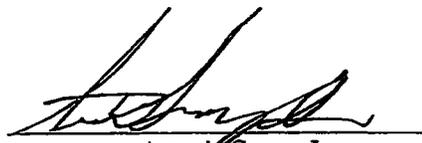
6 Hour Course

This Class will cover the following subjects

1. Heat Illness (Exam)
2. Bloodborne Pathogens (Exam)
3. Personal Protective Equipment (Exam)
4. Hazard Communication (Exam)
5. Lift Techniques (Exam)
6. Landscape Maintenance
7. Tree Trimming Safety

Please sign in on the sign in sheets provide to assure you get credit for attending the class.

Course Instructor: Antonio Gomez Jr.
I.S.A. Certified Tree Worker
1617C


Antonio Gomez Jr.

Date: 06/14/2011

Date: 06/15/2011

Date: 06/16/2011

Date: 06/17/2011

120 E. La Habra Blvd., Suite 107, La Habra, CA 90631-2310

Safety Orientation Class
June 14, 2011

| Name/Nombre | Position /Posición | Signature/Firma |
|----------------------------|--------------------|-------------------------|
| 1 Antonio "Tony" Gomez Jr. | Supervisor | |
| 2 Filemon Chavez | Supervisor Chavez | Filemon Chavez |
| 3 Jorge Torres | Tree trimmer | Jorge Torres |
| 4 Salvador Padilla | Tree Farmer | Salvador Padilla |
| 5 Eloy Zuniga | Groundmen | Eloy Zuniga Zerada |
| 6 Alejandro Lopez | TREE TRIMMIN | Alejandro Lopez |
| 7 Hector Vargas | TREE TRIMMIN | Hector Vargas |
| 8 Alberto Lopez | Tree trimmer | Luis Alberto Lopez |
| 9 Luis Padilla | TREE TRIMMIN | Luis Padilla |
| 10 Enrique Munoz | TREE TRIMMIN | Enrique Munoz |
| 11 Francisco Cohetzaltitla | Groundmen | Francisco Cohetzaltitla |
| 12 Julian Jimenez | TREE TRIMMIN | Julian Jimenez |
| 13 Atanacio Hernandez | TREE TRIMMIN | Atanacio Hernandez |
| 14 Roberto Inzunza | TREE TRIMMIN | Roberto Inzunza |



United Pacific Services

Facilitador:

Antonio Gomez Jr.

Safety Orientation Class

Date: 6-15-11

| Name/Nombre | Position /Posición | Signature/Firma |
|----------------------------|--------------------|--|
| 1 Antonio "Tony" Gomez Sr. | FOUR MAN |  |
| 2 Victor Gaona | GROUNDMAN | Victor Gaona |
| 3 Enrique Gutierrez | TRUCK DRIVER | Enrique Gutierrez |
| 4 Marcos Felix | GROUNDMAN | FELIX MARCOS |
| 5 Manuel Perez | | |
| 6 Jose Torres | FOREMAN |  |
| 7 Jesus Maculi | CLIMBER |  |
| 8 Angel Lopez | DRIVER/GROUNDMAN | Angel |
| 9 James Carter | | |
| 10 Leo Ramirez | SUPERVISOR |  |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |



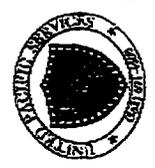
Facilitator:

Antonio Gomez Jr.

Safety Orientation Class

Date: 6/16/11

| Name/Nombre | Position /Posición | Signature/Firma |
|-------------------------------|---------------------|-------------------------------|
| 1 Anthony "Richard" Gutierrez | | <u>[Signature]</u> |
| 2 Miguel Quintero | <u>Labor/Driver</u> | <u>[Signature]</u> |
| 3 Bertha Luna | <u>Labor</u> | <u>[Signature]</u> |
| 4 Mariano Clara | <u>Labor/Driver</u> | <u>Mariano Clara</u> |
| 5 Roberto Hernandez | <u>Labor</u> | <u>ROBERTO HERNANDEZ</u> |
| 6 Alejandro Castro | <u>Labor/Driver</u> | <u>[Signature]</u> |
| 7 Mauricio Cohetzallitia | <u>Labor</u> | <u>Mauricio Cohetzallitia</u> |
| 8 Eusebio Maldondo | <u>Labor/Driver</u> | <u>[Signature]</u> |
| 9 Arturo Ramirez | <u>Labor</u> | <u>Alejandro Castro</u> |
| 10 Juan Perez | <u>Labor/Driver</u> | <u>[Signature]</u> |
| 11 Leo Ramirez | <u>Supervisor</u> | <u>[Signature]</u> |
| 12 Gonzalo Hernandez | <u>Foreman</u> | <u>[Signature]</u> |
| 13 | | |
| 14 | | |



Facilitator: _____

Safety Orientation Class
ENGLISH

Date: 6.17.11

| Name/Nombre | Position /Posición | Signature/Firma |
|--------------------------|----------------------|---|
| 1 TIM KUDINOFF | MECHANIC |  |
| 2 JAMES MADISON | SECURITY |  |
| 3 JAMES CARTER | Ground worker/DRIVER |  |
| 4 GEOFFREY MARSHALL | DRIVER |  |
| 5 EVAN WHITHAMSH | |  |
| 6 JOHNNY ATKINS | |  |
| 7 KAREN MARSON | EXEC. ASST. |  |
| 8 HERB SHAW | | |
| 9 [REDACTED] | | |
| 10 [REDACTED] | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |



United Pacific Services, Inc.

120 E. La Habra, Blvd., Suite 107
La Habra, CA 90631

STATEMENT OF FACT

09/21/2011

This is to certify that United Pacific Services, Inc. (UPS) has always provided sufficient drinking water at the job site. 5-gallon water containers are filled up in the morning by each supervisor and ice is also added to the water. These containers are filled up twice and sometimes four times per day based on heat conditions. There has never been a time that UPS has not provided sufficient drinking water at the job site.

My signature certifies that sufficient drinking water has always been provided by UPS at a job site including ice:

EMPLOYEE SIGNATURES:

| Print Name | Signature |
|-------------------------------------|--------------------------------|
| 1.) <u>Enrique MUÑOZ</u> | <u>Enrique Muñoz</u> |
| 2.) <u>Wilfredo GUEVAYA</u> | <u>Wilfredo Guevaya</u> |
| 3.) <u>ROBERTO HERNANDEZ</u> | <u>ROBERTO HERNANDEZ</u> |
| 4.) <u>HECTOR VARGAS</u> | <u>Hector Vargas</u> |
| 5.) <u>ALEJANDRO LÓPEZ</u> | <u>Alejandro Lopez</u> |
| 6.) <u>Eloy Zuniga Zepeda</u> | <u>Eloy Zuniga Zepeda</u> |
| 7.) <u>Ignacio Gomez</u> | <u>Ignacio Gomez</u> |
| 8.) <u>Eusebio Maldonado</u> | <u>Eusebio Maldonado</u> |
| 9.) <u>Mauricio Cohetzaltitla</u> | <u>Mauricio Cohetzaltitla</u> |
| 10.) <u>Maxiano Clara</u> | <u>Maxiano Clara</u> |
| 11.) <u>JUAN PEREZ</u> | <u>Juan Perez</u> |
| 12.) <u>BERTHA LUNA</u> | <u>Bertha Luna</u> |
| 13.) <u>Francisco Cohetzaltitla</u> | <u>Francisco Cohetzaltitla</u> |

Print Name

Signature

14.) Alejandro Castro

Alejandro Castro

15.) FELIX MARCOS

Felix Marcos

16.) Luis Alberto Lopez

Luis Alberto Lopez

17.) Antonio Gomez

Antonio Gomez

18.) Luis Padilla

Luis Padilla

19.) Enrique Gutierrez

Enrique Gutierrez

20.) Atencio Hernandez

Atencio Hernandez

21.) Angel Lopez

Angel Lopez

22.) Jose Torres

Jose Torres

23.) Roberto Trana

Roberto Trana

24.) Jaime Perez

Jaime Perez

25.) Julian Jimenez

Julian Jimenez

26.) FLEMON CHAVEZ

Flemon Chavez

27.) Jacobo Maciel

Jacobo Maciel

28.)

29.)

30.)

31.)

32.)

33.)

34.)

35.)

HEAT ILLNESS PREVENTION PROGRAM

TRAINING DOCUMENTATION FORM

Organization United Pacific Services, Inc.

Instructor Jack Mooring

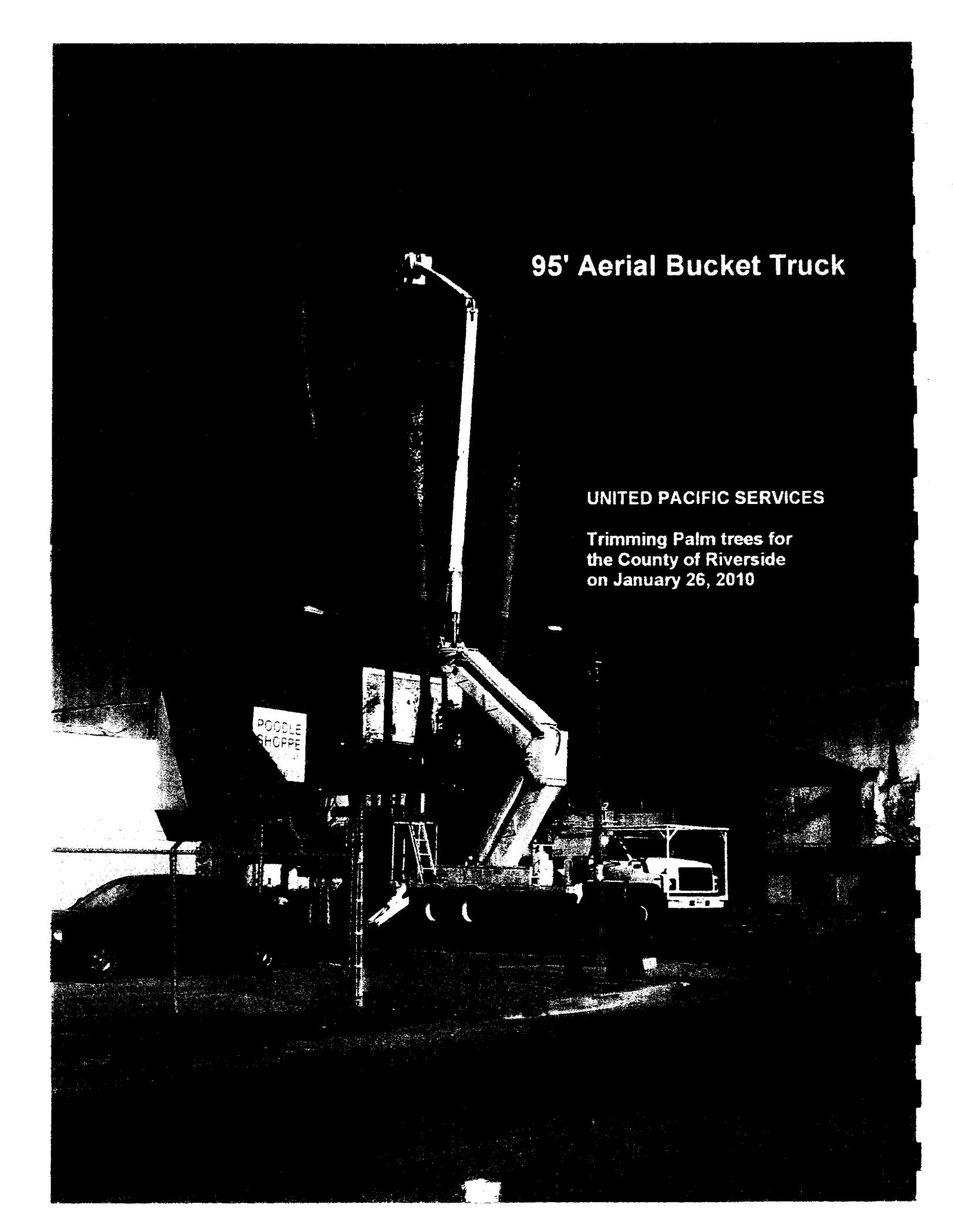
Date 08/12/08

English Spanish

Video Shown Yes No

PRINT NAME

| | |
|------------------------|-----------|
| 1 <u>Soso Torres</u> | <u>14</u> |
| 2 <u>Antonio Gomez</u> | <u>15</u> |
| 3 <u>Antonio Gomez</u> | <u>16</u> |
| 4 <u>Jack Mooring</u> | <u>17</u> |
| 5 <u>OS FRANKLIN</u> | <u>18</u> |
| 6 <u>Leo Ramirez</u> | <u>19</u> |
| 7 <u>Eric Franklin</u> | <u>20</u> |
| 8 _____ | <u>21</u> |
| 9 _____ | <u>22</u> |
| 10 _____ | <u>23</u> |
| 11 _____ | <u>24</u> |
| 12 _____ | <u>25</u> |
| 13 _____ | <u>26</u> |



95' Aerial Bucket Truck

UNITED PACIFIC SERVICES

**Trimming Palm trees for
the County of Riverside
on January 26, 2010**

**Department of Homeland
Security Program E-Verify
I.D. Number 396401**

E-Verify



Company ID Number: 396401

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

| | |
|---|---------------------------|
| Employer United Pacific Services Inc | |
| Eric Franklin Name (Please Type or Print) | Title |
| Electronically Signed Signature | 02/28/2011 Date |
| Department of Homeland Security – Verification Division | |
| USCIS Verification Division | |
| Name (Please Type or Print) | Title |
| Electronically Signed Signature | 02/28/2011 Date |

Information Required for the E-Verify Program

Information relating to your Company:

| | |
|---------------------------------|------------------------------------|
| Company Name: | United Pacific Services Inc |
| Company Facility Address: | 120 E. La Habra Blvd. |
| | STE 107 |
| | La Habra, CA 90631-2310 |
| Company Alternate Address: | |
| County or Parish: | ORANGE |
| Employer Identification Number: | [REDACTED] |

E-Verify



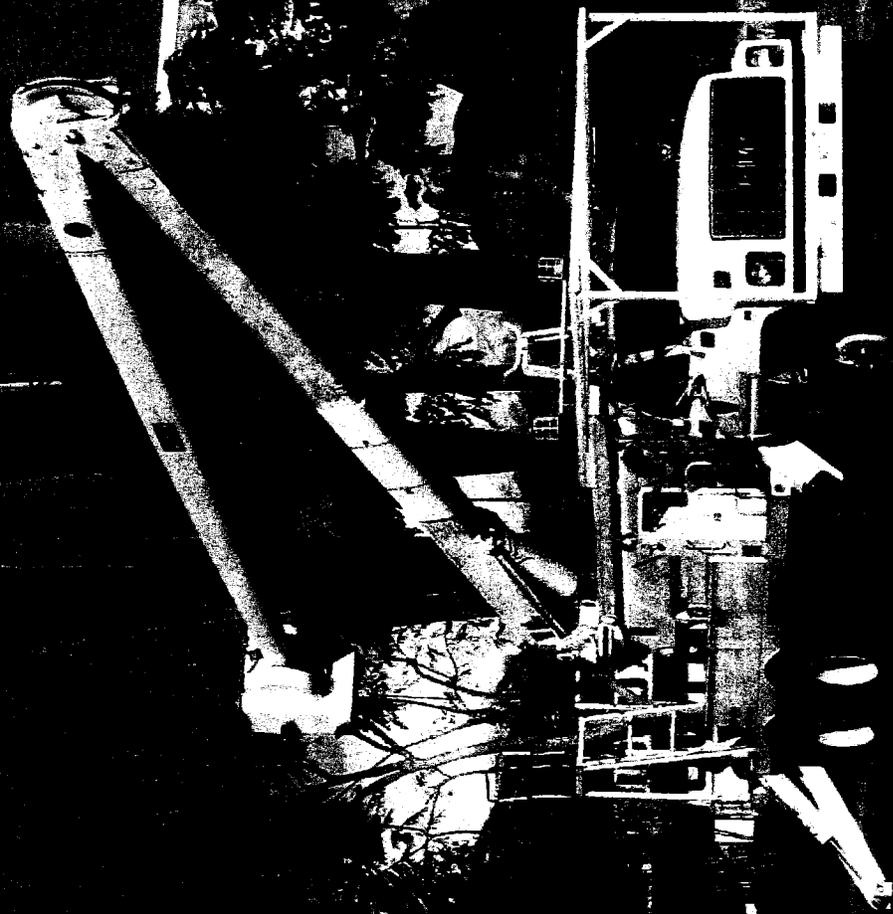
Company ID Number: 396401

| | |
|---|----------|
| North American Industry Classification Systems Code: | 561 |
| Administrator: | |
| Number of Employees: | 20 to 99 |
| Number of Sites Verified for: | 1 |
| Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State: | |
| <ul style="list-style-type: none">CALIFORNIA 1 site(s) | |

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | | | |
|-------------------|---------------------------|-------------|------------------|
| Name: | Eric L Franklin | Fax Number: | (562) 691 - 8839 |
| Telephone Number: | (562) 691 - 4600 ext. 226 | | |
| E-mail Address: | eric@unitedpac.com | | |

95' Aerial Hiranger Truck



**United Pacific Services trimming
palm trees for the County of
Riverside in 2010**

12/20/2010 10:36:36 AM

ADDITIONAL INFORMATION

Daily Payroll Report

Daily Crew Schedule

Payroll Check

Report Date: _____

DAILY PAYROLL REPORT

Authorized Signature: _____

| Weekending Date: | Circle one: | | | | | | | Print Name: | | | | | | | | | | | | | | | | | | | | | | | |
|------------------|-------------|------|-----|------|-----|-----|-----|---------------|----------------|------------------|----------------|------------------|----------------|------------------|----------------|-----------------|-------------------------|-----------------|------------------|----------------|----------------|------------------|----------------|------------------|----------------|-----------------|--------------------|--|--|--|--|
| | Mon | Tues | Wed | Thur | Fri | Sat | Sun | End Work Time | End Break Time | Start Break Time | End Lunch Time | Start Lunch Time | End Lunch Time | Start Break Time | End Break Time | Start Work Time | Employee | Start Work Time | Start Break Time | End Break Time | End Lunch Time | Start Lunch Time | End Lunch Time | Start Break Time | End Break Time | Start Work Time | Employee Signature | | | | |
| 1. | | | | | | | | | | | | | | | | | Atkins, Johnny | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | | | | Castro, Alejandro | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | | | | Chavez, Filemon | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | | | | Cohetzalitia, Abel | | | | | | | | | | | | | | |
| 5. | | | | | | | | | | | | | | | | | Cohetzalitia, Esteban | | | | | | | | | | | | | | |
| 6. | | | | | | | | | | | | | | | | | Cohetzalitia, Francisco | | | | | | | | | | | | | | |
| 7. | | | | | | | | | | | | | | | | | Cohetzalitia, Mauricio | | | | | | | | | | | | | | |
| 8. | | | | | | | | | | | | | | | | | Gaona, Jorge | | | | | | | | | | | | | | |
| 9. | | | | | | | | | | | | | | | | | Gaona, Luis | | | | | | | | | | | | | | |
| 10. | | | | | | | | | | | | | | | | | Gaona, Victor | | | | | | | | | | | | | | |
| 11. | | | | | | | | | | | | | | | | | Gomez, Angel | | | | | | | | | | | | | | |
| 12. | | | | | | | | | | | | | | | | | Gomez, Tony Sr. | | | | | | | | | | | | | | |
| 13. | | | | | | | | | | | | | | | | | Gomez, Tony Jr. | | | | | | | | | | | | | | |
| 14. | | | | | | | | | | | | | | | | | Gomez, Ignacio | | | | | | | | | | | | | | |
| 15. | | | | | | | | | | | | | | | | | Gonzales, Jose Luis | | | | | | | | | | | | | | |
| 16. | | | | | | | | | | | | | | | | | Guevara, Emidio | | | | | | | | | | | | | | |
| 17. | | | | | | | | | | | | | | | | | Guevara, Wilfredo | | | | | | | | | | | | | | |
| 18. | | | | | | | | | | | | | | | | | Gutierrez, Anthony | | | | | | | | | | | | | | |
| 19. | | | | | | | | | | | | | | | | | Gutierrez, Enrique | | | | | | | | | | | | | | |
| 20. | | | | | | | | | | | | | | | | | Hernandez, Alanacio | | | | | | | | | | | | | | |
| 21. | | | | | | | | | | | | | | | | | Hernandez, Gonzalo | | | | | | | | | | | | | | |
| 22. | | | | | | | | | | | | | | | | | Hernandez, Roberto | | | | | | | | | | | | | | |

United Pacific Services, Inc. 120 E. La Habra Blvd., Suite 107 La Habra, CA 90631 Phone: (562) 691-4600

Report Date: _____

DAILY PAYROLL REPORT

Authorized Signature: _____

| Weekending Date: | Employee | Circle one: | | | | | | | Print Name: | | | |
|------------------|--------------------|-----------------|------------------|----------------|------------------|----------------|------------------|----------------|---------------|---------------------|----------------------|--------------------|
| | | Start Work Time | Start Break Time | End Break Time | Start Lunch Time | End Lunch Time | Start Break Time | End Break Time | End Work Time | Total Regular hours | Total Overtime hours | Total Hours Worked |
| | | Mon | Tues | Wed | Thur | Fri | Sat | Sun | | | | |
| 23. | Jarquín, Celerino | | | | | | | | | | | |
| 24. | Kudinoff, Tim | | | | | | | | | | | |
| 25. | Lopez, Angel | | | | | | | | | | | |
| 26. | Luna, Bertha | | | | | | | | | | | |
| 27. | Macuill, Jesus | | | | | | | | | | | |
| 28. | Maldonado, Eusebio | | | | | | | | | | | |
| 29. | Mendez, Eduardo | | | | | | | | | | | |
| 30. | Mooring, Jack | | | | | | | | | | | |
| 31. | Mooring, Renee | | | | | | | | | | | |
| 32. | Padilla, Luis | | | | | | | | | | | |
| 33. | Pena, Gustavo | | | | | | | | | | | |
| 34. | Pena, Raul | | | | | | | | | | | |
| 35. | Perez, Jamie | | | | | | | | | | | |
| 36. | Ponce, Walter | | | | | | | | | | | |
| 37. | Quintero, Miguel | | | | | | | | | | | |
| 38. | Ramirez, Leo | | | | | | | | | | | |
| 39. | Shaw, Herbert | | | | | | | | | | | |
| 40. | Sosa, Lorenzo | | | | | | | | | | | |
| 41. | Torres, Jorge | | | | | | | | | | | |
| 42. | Torres, Jose | | | | | | | | | | | |
| 43. | Zuniga, Eloy | | | | | | | | | | | |
| 44. | | | | | | | | | | | | |

ONY [REDACTED]

Earnings Statement



UNITED PACIFICS SERVICES INC
120 E. LA HABRA BLVD. STE 107
LA HABRA CA 90631-2310

Period Beginning: 11/17/2014
Period Ending: 11/30/2014
Pay Date: 12/05/2014

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 3
CA: 3

[REDACTED]

Social Security Number: XXX-XX-[REDACTED]

| Earnings | rate | hours | this period | year to date |
|------------------|---------|-------|-----------------|------------------|
| Regular | 17.1300 | 27.00 | 462.51 | 26,936.93 |
| Holiday | 17.1300 | 8.00 | 137.04 | 1,233.36 |
| Vacation | | | | 822.24 |
| Gross Pay | | | \$599.55 | 28,992.53 |

| Other Benefits and Information | this period | total to date |
|--------------------------------|-------------|---------------|
| Vacation Bal | | 87.92 |

| Deductions | Statutory | | |
|------------|---------------------|--------|----------|
| | Federal Income Tax | -20.92 | 1,220.55 |
| | Social Security Tax | -37.18 | 1,797.54 |
| | Medicare Tax | -8.69 | 420.39 |
| | CA SUI/SDI Tax | -6.00 | 289.93 |
| | CA State Income Tax | | 71.91 |

Other
Advance 2 16,330.29

Net Pay \$526.76

Net Check \$526.76

Your federal taxable wages this period are \$599.55

©1999, 2006, ADP, LLC. All Rights Reserved.

TEAR HERE

© 2000 ADP, LLC

VERIFY DOCUMENT AUTHENTICITY: COLORED PAPER MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK WATERS TO LIGHTER PAPER BOTTOM

UNITED PACIFICS SERVICES INC
120 E. LA HABRA BLVD. STE 107
LA HABRA CA 90631-2310

Payroll check number: 0000019353
Pay date: 12/05/2014

Pay to the order of: [REDACTED]

This amount: FIVE HUNDRED TWENTY SIX AND 76/100 DOLLARS **\$526.76**

CITIBANK N.A.
5401 E. WHITTIER BLVD
LOS ANGELES, CA 90022

[Signature]

[REDACTED]

Earnings Statement



UNITED PACIFICS SERVICES INC
 120 E. LA HABRA BLVD. STE 107
 LA HABRA CA 90631-2310

Period Beginning: 11/17/2014
 Period Ending: 11/30/2014
 Pay Date: 12/05/2014

Taxable Marital Status: Married
 Exemptions/Allowances:
 Federal: 5
 CA: 5

[REDACTED]
 [REDACTED]
 [REDACTED]

Social Security Number: XXX-XX-[REDACTED]

| Earnings | rate | hours | this period | year to date |
|------------------|---------|-------|-----------------|------------------|
| Regular | 15.5000 | 27.00 | 418.50 | 24,443.50 |
| Holiday | 15.5000 | 8.00 | 124.00 | 1,116.00 |
| Vacation | | | | 620.00 |
| Gross Pay | | | \$542.50 | 26,179.50 |

| Other Benefits and Information | this period | total to date |
|--------------------------------|-------------|---------------|
| Vacation Bal | | 97.67 |

| Deductions | Statutory | |
|---------------------|-----------|----------|
| Federal Income Tax | -0.02 | 295.28 |
| Social Security Tax | -33.64 | 1,623.13 |
| Medicare Tax | -7.86 | 379.60 |
| CA SUI/SDI Tax | -5.43 | 261.80 |

| Other | |
|-----------|-----------|
| Advance 2 | 15,290.09 |

Net Pay \$495.55

Net Check \$495.55

Your federal taxable wages this period are \$542.50

©1999, 2006, ADP, LLC. All Rights Reserved.

TEAR HERE

© 2009 ADP, LLC

UNITED PACIFICS SERVICES INC
 120 E. LA HABRA BLVD. STE 107
 LA HABRA CA 90631-2310

Payroll check number: 0000019361
 Pay date: 12/05/2014

Pay to the order of: [REDACTED]

This amount: **FOUR HUNDRED NINETY FIVE AND 55/100 DOLLARS** **\$495.55**

CITIBANK N.A.
 5401 E. WHITTIER BLVD
 LOS ANGELES, CA 90022

[Signature]

[REDACTED]

Earnings Statement



UNITED PACIFICS SERVICES INC
120 E. LA HABRA BLVD. STE 107
LA HABRA CA 90631-2310

Period Beginning: 11/17/2014
Period Ending: 11/30/2014
Pay Date: 12/05/2014

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 2
CA: 2

[REDACTED]

Social Security Number: XXX-XX-[REDACTED]

| Earnings | rate | hours | this period | year to date |
|------------------|---------|-------|-----------------|------------------|
| Regular | 11.8400 | 27.00 | 319.68 | 19,264.00 |
| Holiday | 11.8400 | 8.00 | 94.72 | 852.48 |
| Vacation | | | | 94.72 |
| Gross Pay | | | \$414.40 | 20,211.20 |

Other Benefits and Information

| | this period | total to date |
|--------------|-------------|---------------|
| Vacation Bal | | 143.72 |

Deductions

| Statutory | | |
|---------------------|--------|----------|
| Federal Income Tax | -24.15 | 1,397.98 |
| Social Security Tax | -25.69 | 1,253.09 |
| Medicare Tax | -6.01 | 293.06 |
| CA State Income Tax | -1.38 | 159.95 |
| CA SUI/SDI Tax | -4.14 | 202.11 |

Other

| | |
|-----------|----------|
| Advance 2 | 9,581.60 |
| Tax Levy | 1,347.90 |

Net Pay \$353.03

Net Check \$353.03

Your federal taxable wages this period are \$414.40

©1998, 2006, ADP, LLC. All Rights Reserved.

TEAR HERE

© 2000 ADP, LLC

UNITED PACIFICS SERVICES INC
120 E. LA HABRA BLVD. STE 107
LA HABRA CA 90631-2310

Payroll check number: 0000619342
Pay date: 12/05/2014

Pay to the order of: [REDACTED]

This amount: THREE HUNDRED FIFTY THREE AND 03/100 DOLLARS **\$353.03**

CITIBANK N.A.
5401 E. WHITTIER BLVD
LOS ANGELES, CA 90022

Frank [Signature]

[REDACTED]

Bid Detail Information

Bid Number : PW-ASD # 939
Bid Title : Landscape Maintenance Services South Area (2014-PA030)
Bid Type : Service
Department : Public Works
Commodity : GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.
Open Date : 11/6/2014
Closing Date : 12/4/2014 5:30 PM
Bid Amount : \$ 850,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Landscape Maintenance Services South Area (2014-PA030). This contract has been designed to have a potential maximum contract term of five years, consisting of an initial one-year term and four potential additional one year option renewals. The total annual contract amount of this service is estimated to be \$850,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Edwin Manoukian at (626) 458 4057, emanoukian@dpw.lacounty.gov, Monday through Thursday, 8 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT:
<http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirements: At the time of proposals submission, Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Proposer or its managing employee must have five years of experience providing landscaping services.
2. Proposer's on-site supervising employee must have at least two years of experience supervising landscaping services.
3. Proposer must hold a valid and active California-issued landscaping license, Contractor Classification C-27. In addition, Proposer must hold a valid and active State of California Department of Pesticide Regulation Pest Control business license, and Proposer's employee assigned to this project must hold a valid and active State of California Qualified Applicator license.
4. The use of subcontractors is prohibited for this service, except for the water truck services.

A Proposers' Conference will be held on Thursday, November 20, 2014, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Thursday, December 4, 2014, at 5:30 p.m. Please direct your questions to Mr. Manoukian at the number listed on the previous page.

Contact Name : Edwin Manoukian
Contact Phone# : (626) 458-4057
Contact Email : emanoukian@dpw.lacounty.gov
Last Changed On : 11/6/2014 10:36:19 AM

[Back to Last Window](#)